

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Travaux publics et Services gouvernementaux  
Canada  
Place Bonaventure, portail Sud-Est  
800, rue de La Gauchetière Ouest  
7<sup>ème</sup> étage  
Montréal  
Québec  
H5A 1L6  
Bid Fax: (514) 496-3822

**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> Colorimeter FIA System	
<b>Solicitation No. - N° de l'invitation</b> K8C13-120368/A	<b>Date</b> 2013-01-18
<b>Client Reference No. - N° de référence du client</b> K8C13-12-0368	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MTA-075-12247	
<b>File No. - N° de dossier</b> MTA-2-35188 (075)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-03-04</b>	
<b>Time Zone</b> Fuseau horaire Eastern Standard Time EST	
<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> Dickens, Anne	<b>Buyer Id - Id de l'acheteur</b> mta075
<b>Telephone No. - N° de téléphone</b> (514) 496-3412 ( )	<b>FAX No. - N° de FAX</b> (514) 496-3822
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTÈRE DE L'ENVIRONNEMENT SYLVIE ROBERGE DIR. RÉG. S & T EAU 105 MCGILL, 7E ÉTAGE MONTRÉAL, QC H2Y 2E7  SYLVIE.ROBERGE@EC.GC.CA	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Travaux publics et Services gouvernementaux Canada  
Place Bonaventure, portail Sud-Est  
800, rue de La Gauchetière Ouest  
7<sup>ème</sup> étage  
Montréal  
Québec  
H5A 1L6

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>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>

## TABLE OF CONTENTS

### PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Requirement
3. Debriefings

### PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

### PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

1. Evaluation Procedures
2. Basis of Selection

### PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Contract Award
2. Additional Certifications Precedent to Contract Award

### PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. SACC Manual Clauses
12. Hardware
13. Licensed Software

#### List of Annexes:

Annex A	Requirement
Annex B	Basis of Payment
Annex C	Evaluation Criteria

Solicitation No. - N° de l'invitation

**K8C13-120368/A**

Amd. No. - N° de la modif.

File No. - N° du dossier

MTA-2-35188

Buyer ID - Id de l'acheteur

**mta075**

CCC No./N° CCC - FMS No/ N° VME

---

K8C13-12-0368

## **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 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 Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### **1.1 SACC Manual Clauses**

*SACC Manual* Clause B1000T (2007-11-30), Condition of Material

### **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 four (4) 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 Quebec.

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 (three (3) hard copies)

Section II: Financial Bid (three (3) hard copies)

Section III: Certifications (two (2) hard copies)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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 Exchange Rate Fluctuation**

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

Solicitation No. - N° de l'invitation

K8C13-120368/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mta075

Client Ref. No. - N° de réf. du client

K8C13-12-0368

File No. - N° du dossier

MTA-2-35188

CCC No./N° CCC - FMS No/ N° VME

---

## 1.2 **SACC Manual Clauses**

SACC *Manual Clauses* A0222T (2010-01-11), Evaluation of Price

### **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**

The bidder should provide the technical literature required to demonstrate that it meets the Evaluation Criteria listed in Annex B, Evaluation Criteria.

##### **1.1.1 Mandatory Criteria**

Mandatory Criteria and Mandatory Technical Specifications are included in Annex C, Evaluation Criteria.

#### **1.2 Financial Evaluation**

##### **1.2.1 SACC Manual Clause A0220T (2007-05-15), Evaluation of Price**

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

##### **1.2.2 Firm Price**

The bidder must quote firm price as detailed in Annex B, Basis of payment.

### **2. Basis of Selection**

#### **2.1 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 and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation 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, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

**1.1.1** By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html) form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

## 2. Additional 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.

### 2.1 Federal Contractors Program - Certification

#### 2.1.1 Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal 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.

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;
- (d)  has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

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 perform the Work in accordance with the Requirement at Annex A and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_.

### 3. Standard Clauses and Conditions

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

#### 3.1 General Conditions

2030 (2012-11-19), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

#### 3.2 Supplemental General Conditions

4001 (2010-08-16), Hardware purchase, Lease and Maintenance, apply to and form part of the Contract.  
4003 (2010-08-16), Licensed Software, apply to and form part of the Contract.

#### 3.3 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.

#### 3.4 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.

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
  - 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] 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], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] 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.

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.

#### **4. Term of Contract**

##### **4.1 Deliverables**

See Annex B, Basis of Payment.

**5. Authorities**

**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Anne Dickens  
Procurement Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
800 rue de la Gauchetière ouest, local 7300, Montréal, QC, H5A 1L6

Telephone: (514) 496-3412  
Facsimile: (514) 496-3822  
anne.dickens@tpsgc.gc.ca

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

**5.2 Project Authority**

The Project Authority for the Contract will be named upon contract award.

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**

Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile : \_\_\_\_\_  
E-mail : \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment

#### 6.1.1 Basis of Payment - Firm Price

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, Basis of Payment, for a cost of \$ \_\_\_\_\_ (insert the amount at contract award). Customs duties are 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 Multiple Payments

SACC Manual Clause H1001C (2008-05-12), Multiple Payments

### 6.3 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone No.	Deliverable	Firm Amount
1	Delivery	90% of firm price
2	Installation, training and upon successful acceptance demonstration	10% of firm price

### 6.4 SACC Manual Clauses

C2000C (2007-11-30), Taxes - Foreign-based Contractor

### 6.5 Shipping Instructions - FOB Destination

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

Incoterms 2000 "DDP Delivered Duty Paid" Environment Canada, Montreal.

## 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:

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

## 8. Certifications

### 8.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if 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 Quebec.

## 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.

4001 (2010-08-16), Hardware purchase, Lease and Maintenance, apply to and form part of the Contract.  
4003 (2010-08-16), Licensed Software, apply to and form part of the Contract.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4001 (2010-08-16), Hardware purchase, Lease and Maintenance;
- (c) the supplemental general conditions 4003 (2010-08-16), Licensed Software;
- (d) the general conditions 2030 (2012-11-19), General Conditions - Higher Complexity - Goods;
- (e) Annex A, Requirement;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Evaluation Criteria;
- (h) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

## 11. SACC Manual Clauses

SACC Manual Clause A9068C (2010-01-11), Government Site Regulations

## 12. Hardware

With respect to the provisions of Supplemental General Conditions 4001:

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	Yes
Part IV of 4001 applies to the Contract (Additional Conditions: Lease)	No
Part V of 4001 applies to the Contract (Additional Conditions: Maintenance)	<p>Yes</p> <p>The following Principal Period of Maintenance (PPM) applies: (see section 25(4) of 4001) 9 a.m. to 5 p.m., Eastern Time, Monday to Friday, not including statutory holidays observed by Canada.</p> <p>Sections 25(5) and 25(6) of 4001 do not apply to the Contract.</p> <p>On-Site Maintenance Service, as described in section 26 of 4001, applies to the Colorimetric flow injection (FIA) instrument.</p>
Contractor must deliver Hardware Documentation	Yes
Contractor must update Hardware Documentation throughout Contract Period	No Section 7(5) of 4001 does not apply to the Contract.
Hardware Documentation must include maintenance documentation	Yes
Language of Hardware Documentation	The Hardware Documentation must be delivered in one of English or French. If the documentation is available in the other of the two official languages of Canada, the Contractor must deliver the documentation in both English and French.
Contractor must Install Hardware at time of Delivery	No
Contractor must Integrate and Configure Hardware at time of Installation	Yes
Hardware is part of a System	Yes

Solicitation No. - N° de l'invitation

K8C13-120368/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mta075

Client Ref. No. - N° de réf. du client

K8C13-12-0368

File No. - N° du dossier

MTA-2-35188

CCC No./N° CCC - FMS No/ N° VME

---

### 13. Licensed Software

With respect to the provisions of Supplemental General Conditions 4003:

Licensed Software	The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products:  _____ [this information will be completed at contract award using information in the Contractor's bid]
Type of License being Granted	Device License
Number of Devices Licensed	One (1).

## **Annexe A**

### **Requirement**

#### **1. Background**

Environment Canada's Quebec Laboratory of Environmental Testing (QLET) has a requirement for one (1) colorimetric flow injection analysis (FIA) instrument. This technology is required because all laboratories of the Emergencies, Operational Analytical Laboratories and Research Support Branch possess this type of instrument. This facilitates the comparison of data produced between different laboratories and allows the homogenization of various national databases.

#### **2. Colorimetric Flow Injection Analyser, Computer Workstation and Software**

##### **2.1 Mandatory Criteria**

**2.1.1** The Colorimetric Flow Injection Analyser must be Canadian Standards Association approved.

**2.1.2** All environmental chemistries used must be based on official methods from Standard Methods of Water and Wastewater, United States of Environmental Protection Agency (USEPA) or American Society of Testing Material (ASTM). The supplier must provide written or electronic documentation to demonstrate approval of the system.

##### **2.2 Mandatory Technical Specifications**

###### **Colorimetric Flow Injection Analyser:**

**2.2.1** The system must operate on a 100-120 VAC, 50/60 Hz, 15 W electrical circuit.

**2.2.2** All analysis and analysis modules must be directly controlled by the PC software.

**2.2.3** The system must include automatic leak detection hardware to stop reagent pump, heaters and all electrical components when a leak is detected.

**2.2.4** All of the Colorimetric Flow Injection Analyser system's chemistries must operate on the principle of Flow Injection Analysis (FIA), including both sample introduction and chemistry. (Written and/or electronic documentation on method detection limits must be provided).

**2.2.5** The system must accept column - suppressed ion chromatography (IC) technology. The IC unit must be able to operate simultaneously and independently of the Flow Injection Analyser.

**2.2.6** The FIA system must be able to operate in manual mode without the autosampler.

**2.2.7** The FIA system must have four analytical channels and four heaters for simultaneous analyses.

**2.2.8** The autosampler must have a minimum capacity of 360 positions, 16 of which for standards and the remainder for samples.

**2.2.9** Photometric detectors must operate within the wavelength scale of 340 to 880 nm.

**2.2.10** QLET already possesses the following chemistries :

- Ammonia (Lachat method # 10-107-06-1-J);
- Orthophosphates (Method Lachat # 10-115-01-1-B);
- Chlorides (Method Lachat # 10-117-07-1-F);
- Total phosphorus (Lachat method # 10-115-01-1-F);
- And nitrite-nitrate (Lachat method # 10-107-04-2-D).

The proposed system must be able to operate all of the above-mentioned chemistries. The supplier must produce written evidence of compatibility.

The supplier must supply the following additional chemistries:

- Sulphates;
- Nitrites.

**2.2.11** The FIA system must operate ion selective electrode or conductivity measurements detection.

**Computer Workstation:**

**2.2.12** The system must include a complete computer workstation with the following minimum specifications:

- Operating system Windows 7 Professional 64 Processor Intel Core i5-2500(3,3nGHz. 6 MB cache, 4 cores);
- Standard Memory 8 GB 1333 MHz DDR3 SDRAM;
- Internal Drive 500 GB 7200 rpm SATA 3.0 Gb/s;
- Network Interface 10/100/1000;
- Standard video Card;
- 10 ports USB;
- Keyboard;
- Mouse;
- 22 inch flat screen monitor, ultra-bright;
- Multi-function Laser Color Printer

**Software:**

- 2.2.13 The software must be capable of utilizing four autosamplers simultaneously.
- 2.2.14 The software must allow for « real time » viewing data acquisition of the calibration curve, quality control samples and samples.
- 2.2.15 The software must accommodate both FIA and IC type analyses.
- 2.2.16 The software must automatically estimate off-scale samples, schedule dilutions and perform reruns.
- 2.2.17 The software must runs on Windows 7.
- 2.2.18 The software must allow the transformation of instrumental data to an Excel format.

### **3. Warranty for the Colorimetric Flow Injection Analyser**

Le supplier must offer to extend the hardware warranty period for the Colorimetric Flow Injection Analyser by twelve (12) months. The warranty extension must be the same as the warranty defined in articles 14 and 26 of the Supplemental General Conditions 4001 (2010-08-16), Hardware purchase, lease and maintenance. The total warranty period for the Colorimetric Flow Injection Analyser is therefore twenty-four (24) months from date of acceptance.

### **4. Delivery and Installation**

The Colorimetric Flow Injection Analyser, Computer Workstation and Software must be delivered and installed at the following address:

QLET - Environment Canada  
105, McGill Street, 7<sup>th</sup> floor  
Montreal, Quebec  
H2Y 2E7

### **5. Training**

A 3-day training must be given to a maximum of three analysts, at our site, by a specialist provider application in English and / or French. Training should include the following topics: maintenance of the instrument how to optimize a new method, how to use the software and how to import data.

### **6. Acceptance of the Colorimetric Flow Injection Analyser**

The Colorimetric Flow Injection Analyser will be accepted by Environment Canada when the supplier has demonstrated that the manufacturer's specifications and the results obtained for IQ / OQ meet the standards of use of the device.

## Basis of Payment

Requirement	Firm Price, DDP Environment Canada, Montreal	Duration of Contract - Deliverables
<b>1 Colorimetric Flow Injection Analyser</b> , and: - computer workstation, - additional chemistries, - software, - 24 month warranty for the Colorimetric Flow Injection Analyser only, - 12 month warranty for the computer workstation and software, as described in Annex A, Requirement.	\$ _____	While delivery is requested by March 29, 2013, the best delivery that could be offered is _____ .
<b>2 Installation</b>	\$ _____	While this deliverable is requested by March 29, 2013, the best date that could be offered is _____ .
<b>3 Training</b>	\$ _____	While this deliverable is requested by March 29, 2013, the best date that could be offered is _____ .

According to the Schedule of Milestones, part 6, article 6.3 of the Request for Proposals, ninety percent (90%) of the total amount will be payable after complete delivery of the materiel. A holdback of ten percent (10%) will be payable after the date of acceptance of all materiel and after the completion date of the training.

Acceptance of the Colorimetric Flow Injection Analyser is according to section 6 of Annex A, Requirement. Acceptance of the computer workstation is according to article 10 of the supplemental general conditions 4001 (2010-08-16), Hardware purchase, Lease and Maintenance. Acceptance of the software is according to article 12 of the supplemental general conditions 4003 (2010-08-16), Licensed Software.

**Annexe C**  
**Evaluation Criteria**

**1. Evaluation of proposals**

Proposals must demonstrate that they meet all the Mandatory Criteria and Mandatory Technical Specifications (part 2.1 and 2.2 below).

To facilitate the evaluation, the offeror may indicate the location in the proposal where Mandatory Criteria and Mandatory Technical Specifications are demonstrated in the right hand column of the following table.

<b>2. Evaluation Criteria</b>		<b>Location in the proposal where Mandatory Criteria and Mandatory Technical Specifications are demonstrated:</b>
<b>2.1</b>	<b>Mandatory Criteria</b>	
<b>2.1.1</b>	The system must be CSA approved.	
<b>2.1.2</b>	All environmental chemistries used must be based on official methods from Standard Methods of Water and Wastewater, United States of Environmental Protection Agency (USEPA) or American Society of Testing Material (ASTM). The supplier must provide written or electronic documentation to demonstrate approval of the system.	
<b>2.2</b>	<b>Mandatory Technical Specifications</b>	
<b><u>Colorimetric Flow Injection Analyser:</u></b>		
<b>2.2.1</b>	The system must operate on a 100-120 VAC, 50/60 Hz, 15 W electrical circuit.	
<b>2.2.2</b>	All analysis and analysis modules must be directly controlled by the PC software.	
<b>2.2.3</b>	The system must include automatic leak detection hardware to stop reagent pump, heaters and all electrical components when a leak is detected.	
<b>2.2.4</b>	All of the Colorimetric Flow Injection Analyser system's chemistries must operate on the principle of Flow Injection Analysis (FIA), including both sample introduction and chemistry. (Written and/or electronic documentation on method detection limits must be provided).	
<b>2.2.5</b>	The system must accept column - suppressed ion chromatography (IC) technology. The IC unit must be able to operate simultaneously and independently of the Flow Injection Analyser.	

2.2.6	The FIA system must be able to operate in manual mode without the autosampler.	
2.2.7	The FIA system must have four analytical channels and four heaters for simultaneous analyses.	
2.2.8	The autosampler must have a minimum capacity of 360 positions, 16 of which for standards and the remainder for samples.	
2.2.9	Photometric detectors must operate within the wavelength scale of 340 to 880 nm.	
2.2.10	<p>QLET already possesses the following chemistries :</p> <ul style="list-style-type: none"> <li>- Ammonia (Lachat method # 10-107-06-1-J);</li> <li>- Orthophosphates (Method Lachat # 10-115-01-1-B);</li> <li>- Chlorides (Method Lachat # 10-117-07-1-F);</li> <li>- Total phosphorus (Lachat method # 10-115-01-1-F);</li> <li>- And nitrite-nitrate (Lachat method # 10-107-04-2-D).</li> </ul> <p>The proposed system must be able to operate all of the above-mentioned chemistries. The supplier must produce written evidence of compatibility.</p> <p>The supplier must supply the following additional chemistries:</p> <ul style="list-style-type: none"> <li>- Sulphates;</li> <li>- Nitrites.</li> </ul>	
2.2.11	The FIA system must operate ion selective electrode or conductivity measurements detection.	
<b>Computer Workstation:</b>		
2.2.12	<p>The system must include a complete computer workstation with the following minimum specifications:</p> <ul style="list-style-type: none"> <li>- Operating system Windows 7 Professional 64 Processor Intel Core i5-2500(3,3nGHz. 6 MB cache, 4 cores);</li> <li>- Standard Memory 8 GB 1333 MHz DDR3 SDRAM;</li> <li>- Internal Drive 500 GB 7200 rpm SATA 3.0 Gb/s;</li> <li>- Network Interface 10/100/1000;</li> <li>- Standard video Card;</li> <li>- 10 ports USB;</li> <li>- Keyboard;</li> <li>- Mouse;</li> <li>- 22 inch flat screen monitor, ultra-bright;</li> <li>- Multi-function Laser Color Printer</li> </ul>	

<b>Software:</b>	
<b>2.2.13</b>	The software must be capable of utilizing four autosamplers simultaneously.
<b>2.2.14</b>	The software must allow for « real time » viewing data acquisition of the calibration curve, quality control samples and samples.
<b>2.2.15</b>	The software must accommodate both FIA and IC type analyses.
<b>2.2.16</b>	The software must automatically estimate off-scale samples, schedule dilutions and perform reruns.
<b>2.2.17</b>	The software must runs on Windows 7.
<b>2.2.18</b>	The software must allow the transformation of instrumental data to an Excel format.