

**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><br>Hi-Sensitivity Aerosol Spectrometer  |   |
| <b>Solicitation No. - N° de l'invitation</b><br>KM061-121143/A   | <b>Date</b><br>2012-10-11   |
| <b>Client Reference No. - N° de référence du client</b><br>KM061-121143  |   |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$TOR-031-6045   |   |
| <b>File No. - N° de dossier</b><br>TOR-2-35149 (031)   | <b>CCC No./N° CCC - FMS No./N° VME</b>                              |
| <b>Solicitation Closes - L'invitation prend fin<br/>at - à 02:00 PM<br/>on - le 2012-11-21</b>   | <b>Time Zone<br/>Fuseau horaire</b><br>Eastern Standard Time<br>EST |
| <b>F.O.B. - F.A.B.</b><br><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><br>Schmidt, Jeff   | <b>Buyer Id - Id de l'acheteur</b><br>tor031                        |
| <b>Telephone No. - N° de téléphone</b><br>(905) 615-2058 ( )   | <b>FAX No. - N° de FAX</b><br>(905) 615-2060                        |
| <b>Destination - of Goods, Services, and Construction:<br/>Destination - des biens, services et construction:</b><br>DEPARTMENT OF THE ENVIRONMENT<br>4905 DUFFERIN ST<br>DOWNSVIEW<br>Ontario<br>M3H5T4<br>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><br>Specified herein - Précisé dans les présentes   | <b>Delivery Offered - Livraison proposée</b> |
| <b>Vendor/Firm Name and Address</b><br><b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>   |  |
| <b>Telephone No. - N° de téléphone</b><br><b>Facsimile No. - N° de télécopieur</b>   |  |
| <b>Name and title of person authorized to sign on behalf of Vendor/Firm<br/>(type or print)</b><br><b>Nom et titre de la personne autorisée à signer au nom du fournisseur/<br/>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 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

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

The text under Subsection 4 of Section 01 – Code of Conduct and Certifications of 2003 referenced above is replaced by:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has 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 provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (*Consent to a Criminal Record Verification form - PWGSC-TPSGC 229*) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The text under Subsection 5 of Section 01 – Code of Conduct and Certifications of 2003 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days  
Insert: ninety (90) days

### 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)

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>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) 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

#### **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**

- 1. Each bid must meet the Mandatory Criteria as outlined in Section 2, Mandatory Specifications, of Annex A, Requirement.
- 2. Bidders must provide make and model and must clearly address each specification with descriptive literature for the proposed equipment.

### **1.2 Financial Evaluation**

- 1. Bidders must submit pricing in accordance with Annex "B", Basis of Payment, with their bid at bid closing.
- 2. The price used in the evaluation will be the aggregate of the firm and optional requirement at Annex B, Basis of Payment.
- 3. SACC Manual Clause A0220T (2007-05-25), Evaluation of Price.

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

SACC Manual Clause A0031T (2010-08-16), Basis of Selection - Mandatory Technical Criteria

## 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.

### 1.1 Code of Conduct Certifications – Certifications Required Precedent to Contract Award

1.1 Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (*Consent to a Criminal Record Verification form - PWGSC-TPSGC 229*) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

## 2. 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

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



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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 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", 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.

The Contracting Authority may exercise the option at any time before 31 March 2014 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 (<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**

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

The text under Subsection 4 of Section 29 – Code of Conduct and Certifications of 2010A (2012-07-16) referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

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

#### **4.1 Period of Contract**

The period of the Contract is from date of contract award to 31 March 2014.

#### **4.2 Delivery Date of Firm Requirement**

All the deliverables must be received within 40 calendar days of contract award.

#### **4.3 Delivery Date of Optional Requirement**

All the deliverables must be received within \_\_\_\_\_ calendar days of contract award.

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## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jeff Schmidt

Title: Supply Officer

Public Works and Government Services Canada

Acquisitions Branch

Directorate: Ontario

Address: 33 City Centre Dr

Mississauga, ON L5B 2N5

Telephone: 905-615-2058

Facsimile: 905-615-2060

E-mail address: [jeff.schmidt@pwgsc.gc.ca](mailto:jeff.schmidt@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:

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

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 firm unit price(s), as specified in Annex "B", Basis of Payment for a cost of \$ \_\_\_\_\_. 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 Single Payment

SACC Manual clause H1000C (2008-05-12), Single Payment

## 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.

1. 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 general conditions 2010A (2012-07-16), General Conditions - Goods (Medium Complexity)
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_.

Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor031

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

KM061-121143

File No. - N° du dossier

TOR-2-35149

CCC No./N° CCC - FMS No/ N° VME

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## **11. Insurance**

SACC Manual Clause G1005C (2008-05-12), Insurance

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## **ANNEX "A"**

### **REQUIREMENT**

#### **1. High Sensitivity Aerosol Spectrometer**

Environment Canada (EC) Air Quality Research Division, Toronto, Ontario has a requirement for High Sensitivity Aerosol Spectrometer that is capable of measuring particle size distribution in the range of 60 to 1000 nanometers (nm). This instrument is required to measure sub-micrometer aerosol size distribution in the oil sands both on mobile ground platform and airborne platform. Ability to measure sub-micrometer aerosol size distribution at high frequency is critical for aircraft or mobile platforms in order to map the pollution plumes.

#### **2. Mandatory Specifications:**

The High Sensitivity Aerosol Spectrometer must include the following:

1. Laser particle counter;
2. Single particle detection and sizing;
3. Size range: 60 – 1000 nm diameter;
4. Minimum detectable size: 60 nm diameter;
5. Response time for complete size distribution: Must be able to detect at frequency of 1 Hz or less;
6. Number of size channels: equal to or greater than 64;
7. Size resolution: 1-2% of particle size;
8. Sample flow: variable from 10-100 cm<sup>3</sup>/min;
9. Weight: Equal to or less than 35Kg;
10. Sample delivery: Instrument will have its own pump to draw the aerosol sample;
11. Flow control: volumetric sample flow controlled electronically;
12. Acquisition and display: real-time acquisition and selectable display for differential/cumulative and log/linear size distribution;
13. Data output: Serial data output in American Standard Code for Information Interchange (ascii) format to contain time, data from each channels and relevant housekeeping parameters;
14. Communication: Network/Ethernet capable for instrument remote control and data acquisition;
15. Certification: CE certification.
16. Probe design must have demonstrated successful operation in a research aircraft up to a height of 20,000 feet;
17. Must contain no radioactive or toxic chemicals.
18. Mounting: Spectrometer must fit into a mountable 19" standard rack.
19. Dimensions: Spectrometer must be equal to or less than 24" depth and 15" of vertical height.

## ANNEX "B"

### BASIS OF PAYMENT

Prices are firm, all inclusive in Canadian dollars. Transportation charges, Customs duties and Excise taxes are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

#### B1. Firm Requirement

| Requirement  | \$ Firm Unit Price |
|--|--------------------|
| Supply and delivery of a High Sensitivity Aerosol Spectrometer in accordance with all the specifications detailed in Annex "A", Requirement. | \$ _____           |
| Make and model _____   |                    |

Make and model \_\_\_\_\_

#### B2. Optional High Sensitivity Aerosol Spectrometer

| Requirement  | \$ Firm Unit Price |
|--|--------------------|
| Supply and delivery of a High Sensitivity Aerosol Spectrometer in accordance with all the specifications detailed in Annex "A", Requirement. | \$ _____           |
| Make and model _____   |                    |