

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
**11 Laurier St./ 11 rue, Laurier**  
**Place du Portage, Phase III**  
**Core 0A1 / Noyau 0A1**  
**Gatineau, Québec K1A 0S5**  
**Bid Fax: (819) 997-9776**

**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> Elemental Analyzer	
<b>Solicitation No. - N° de l'invitation</b> 01E86-130226/A	<b>Date</b> 2012-10-05
<b>Client Reference No. - N° de référence du client</b> 01E86-130226	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PV-939-61335	
<b>File No. - N° de dossier</b> pv939.01E86-130226	<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 2012-11-19</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Quinn, Laurie	<b>Buyer Id - Id de l'acheteur</b> pv939
<b>Telephone No. - N° de téléphone</b> (819) 956-3824 ( )	<b>FAX No. - N° de FAX</b> (819) 956-3814
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF AGRICULTURE AND AGRI-FOOD CEREALS&OILSEEDS RES. CTR. NEATBY BLDG 4TH FL ATT: ED GREGORICH OTTAWA Ontario K1A0C6 Canada	

**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**  
Scientific, Medical and Photographic Division / Division de  
l'équipement scientifique, des produits photographiques et  
pharmaceutiques  
11 Laurier St./ 11 rue, Laurier  
6B1, Place du Portage  
Gatineau, Québec K1A 0S5

<b>Delivery Required - Livraison exigée</b> See Herein	<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>



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Elemental Analyzer as per Annex "A" and Annex "B"	01E86	01E86	1	Each	\$	See Herein	

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

The Contractor must provide the items detailed under the "Line Item Detail".

### **3. Debriefings**

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2011-05-16) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the 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

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.

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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.

### **1.1 SACC Manual Clauses**

A3015T(2008-12-12), Certifications

### **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 the province of Ontario, Canada.

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 (two (2) copies)  
Section II:       Financial Bid (one (1) copy)  
Section III:      Certifications (one (1) 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 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.

**1.1 Section I: Technical Bid**

The following applies to the Requirement and bidders must provide the following information in the bid where applicable:

**1.1.1 Delivery (Bidder to complete)**

While delivery must be no later than March 29, 2013, the best delivery that could be offered by the Bidder is \_\_\_\_\_.

**1.1.2 Installation (Bidder to complete)**

On-site installation must be provided and must be carried out by a factory trained service representative.

Installation must be carried out within 60 calendar days of delivery.

**1.1.3 Manuals**

Two (2) copies of an operational, maintenance and calibration manual in English must be supplied with the system.

**1.1.4 Training (Bidder to complete)**

One day on-site user training must be provided by a factory trained service representative for up to two (2) users. All costs associated with the on-site training must be included in the price.

On-site training must be within 60 days of delivery.

Provide complete details of training e.g. duration, scope, etc.,

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**1.1.5 Service (Bidder to complete)**

Purchase of the system must include: technical support; technical phone support; support via the Internet; and support via a fax-back document system.

Response for service must be within 24 hours or less.

Also, provide the following with your bid (for information purposes only):

- a) Location of available service facilities (after sales service and repair). List the service facilities closest to the destination.

\_\_\_\_\_

\_\_\_\_\_

- b) Locations of available replacement parts from consumables to major components.

\_\_\_\_\_

\_\_\_\_\_

- c) Response time re: service calls, and escalation schedule, i.e. (how many days with no resolution to a problem until a more experienced person is called in, and from which location).

\_\_\_\_\_

\_\_\_\_\_

- d) List the frequency of routine maintenance visits provided by a qualified service technician during the warranty period, if applicable and included in the price.

\_\_\_\_\_

\_\_\_\_\_

**1.1.6 Product(s) Offered (Bidder to complete)**

The Bidder must indicate the make and model number of the products offered (identify specific components which make up the system):

Name of Manufacturer: \_\_\_\_\_

Model/Part Number: \_\_\_\_\_

Literature attached: Yes (\_\_\_\_) No (\_\_\_\_)

**1.1.7 Point of Manufacture/Shipping (Bidder to complete)**

The Bidder must state the point of manufacture/shipping of goods or where service is to be performed:

Location: \_\_\_\_\_

Postal Code: \_\_\_\_\_

**1.1.8 Software Upgrades**

The contractor must provide all software updates and new releases to the purchaser for a period of two (2) years following the acceptance, at no additional cost.

Note: The word "updates" means all enhancements, extensions or other modifications to the software. The word "releases" means enhancements or modifications to the software or new modules or supplementary modules that function in conjunction with the software, that represent

the next generation of software, and which the Contractor has decided to make available to its customers usually for an additional charge.

### 1.1.9 Contacts

Bidders are requested to provide the following: Information pertaining to Article 5.3 Contractor Representatives under Part 6, Resulting Contract Clauses.

## 1.2 Section II: Financial Bid

The bidder must quote a firm unit price all inclusive of supply, installation, training and manuals, DDP (Ottawa, Ontario) Incoterms 2000, the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) extra, as applicable. Freight charges to destination and all applicable Customs duties and taxes must be included.

### 1.2.1 SACC Manual Clauses

C3011T Exchange Rate Fluctuation 2010-01-11

## 1.3 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

All proposals submitted must be completed in full and provide all of the information requested in the Request for Proposal (RFP) package to enable a full and complete evaluation. If the requirement is not addressed in the bidder's proposal, the proposal will be considered incomplete or non-responsive and will be rejected. The onus is on the bidder to provide all the information necessary to ensure a complete and accurate assessment.

#### Factors for Evaluation

- 1. PRICING BASIS (MANDATORY): Prices must be firm, DDP Delivered Duty Paid.
- 2. ABILITY TO MEET THE TECHNICAL REQUIREMENT (MANDATORY):
  - a) For Items Defined by Specifications:
 

The bidder is requested to cross reference the mandatory technical criteria contained herein to their supporting technical documentation.
  - b) Provision of Supporting Technical Documentation:

Supporting technical documentation for the stores offered must be provided with the bid at time of bid closing.

Technical brochures or technical data MUST be provided to verify compliancy to the technical mandatory specifications.

3. COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS REQUEST FOR PROPOSAL (MANDATORY)
4. FOR CANADIAN SUPPLIERS ONLY: Please note that the requirements of the Federal contractors Program for Employment Equity may apply - see herein. (MANDATORY if applicable)

#### 1.1.1 Mandatory Technical Criteria

See Annex A.

#### 1.1.2 Point Rated Technical Criteria

See Annex B.

### 1.2 Financial Evaluation

The lowest evaluated price will be established using the following criteria:

- a) prices will be evaluated in Canadian Funds including any applicable Taxes and Canadian Customs Duty (if applicable) and excluding the Goods and Services Tax (GST) or Harmonized Sales Tax (HST). For evaluation purposes, bids received in a foreign currency will be converted to Canadian funds using the appropriate rate of exchange using the rate quoted by the Bank of Canada as being in effect on date of bid closing.
- b) prices will be evaluated on a DDP Ottawa, Ontario Incoterms 2000.

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

1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation; and
  - (b) meet all mandatory criteria.
2. Bids not meeting (a) and (b) will be declared non-responsive.
3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 30% for the technical merit and 70% for the price.
4. 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 30%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 70%.

6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. 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 equals 135 and the lowest evaluated price is \$45,000 (45).

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

	Bidder		
	Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>	115/135	89/135	92/135
<b>Bid Evaluation Price</b>	\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>			
<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>Combined Rating</b>	83.84	75.56	80.89
<b>Overall Rating</b>	<b>1st</b>	<b>3rd</b>	<b>2nd</b>

#### 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 - 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 Required with the Bid

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

### 2.1 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, 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, 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:

[Http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml](http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml)

Signature of authorized representative: \_\_\_\_\_ . Date: \_\_\_\_\_

## 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 "Line Item Detail".

### 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 (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) 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 Delivery Date

All the deliverables must be received on or before \_\_\_\_\_ (**filled in at contract award**).

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Laurie Quinn  
Public Works and Government Services Canada  
Acquisitions Branch  
Commercial Consumer Products Directorate  
11 Laurier Street, 6A2, Phase III  
Place du Portage, Hull, Quebec, K1A 0S5  
Telephone: (819) 956-3824  
Facsimile: (819) 956-3814  
E-mail address: laurie.quinn@tpsgc-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 Technical Authority

The Technical Authority for the Contract is: (**filled in at contract award**)

The Technical Authority named above 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

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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pv939

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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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.

**5.3 Contractor's Representative (Bidder to complete)**

The telephone number of the person responsible for:

**General enquiries**

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**Delivery Follow-up**

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**6. Payment**

**6.1 Basis of Payment - Firm Lot Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in the contract, for a cost of \$ \_\_\_\_\_ (to be filled in only at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is included, 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**

H1001C      Multiple Payments      2008-05-12

**6.3 SACC Manual Clauses**

C2000C      Taxes - Foreign-based Contractor      2007-11-30  
C2605C      Canadian Customs Duties and Sales Tax - Foreign-based Contractor      2008-05-12  
C2608C      Canadian Customs Documentation      2010-08-16

**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

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 the province of Ontario, Canada.

## 10. SACC Manual clause

B1501C	Electrical Equipment	2006-06-16
A9068C	Site Regulations	2010-01-11
A2000C	Foreign Nationals (Canadian Contractor)	2006-06-16
A2001C	Foreign Nationals (Foreign Contractor)	2006-06-16

## 11. Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) Ottawa, Ontario Incoterms 2000 for shipments from a commercial contractor.

2. The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

## 12. Priority of Documents

If there is a discrepancy between the wordings 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) 2010A (2011-05-16) General Conditions - Goods (Medium Complexity);
- (c) Annex A, Mandatory Technical Criteria for an Automated Elemental Analyzer;
- (d) Annex B, Point Rated Technical Criteria for an Automated Elemental Analyzer;
- (e) the Contractor's bid dated \_\_\_\_\_ **(filled in at contract award)**.

**ANNEX A****MANDATORY TECHNICAL CRITERIA FOR AN AUTOMATED ELEMENTAL ANALYZER**

1.0	<b>Technical Criteria for an Automated Elemental Analyzer (Carbon &amp; Nitrogen)</b>	<b>Reference in Contractors Proposal:</b>
1.1	Detection Method: system uses a single cell thermal conductivity for analysis of both elements (Carbon and Nitrogen).	
1.2	Minimum detection: Carbon 0.01 to 90%.	
1.3	Minimum detection: Nitrogen 0.01 to 20%.	
1.4	High temperature (at least 1100°C) combustion furnace; quartz combustion tube for C oxidation; separate reduction tube for Dumas conversion of sample N to N <sub>2</sub> (g).	
1.5	He carrier gas; O <sub>2</sub> injection for thorough flash combustion; scrubber or dryer to remove H <sub>2</sub> O vapor; packed GC column (wide bore) or two gas-specific traps for separation of effluent gases, thermal conductivity detector (TCD).	
1.6	Analyzer has the capacity to fully combust samples weighing up to 80 mg organic material (e.g. plant or animal tissues) or 800 mg mineral material (e.g. soil or sediment).	
1.7	Analyzer is capable of analyzing acidified soils contained in silver capsules (influences combustion dynamics).	
1.8	Electronically or pneumatically actuated, carousel-type auto-sampler, holding at least 30 tin- or silver-encapsulated samples.	
1.9	Unattended sample run time of 10 minutes or less per sample (N & C concentration via TCD).	
1.10	System includes all hardware and software required for operation of the instrument by an external IBM compatible PC operating Windows XP or 7 Pro.	
1.11	Electrical - complies with CSA electrical standards. Supporting documentation must be provided.	

**ANNEX B****POINT RATED CRITERIA FOR AN AUTOMATED ELEMENTAL ANALYZER**

<b>2.0</b>	<b>Technical Criteria for an Automated Elemental Analyzer (Carbon &amp; Nitrogen)</b>	<b>Technical Points if met:</b>	<b>Reference in Contractor's Proposal:</b>
<b>2.1</b>	CN analyzer is capable of liquid sample analysis with optional direct injection ports for manual introduction of specialized samples or standards.	10	
<b>2.2</b>	Analytical precision for 5 replicate analyses of C and N concentration in solid samples: $1 \sigma = 1\%$ of mean C or N concentration. Supporting documentation must be provided.	10	
<b>2.3</b>	External balance connection and automatic calculation of sample results in the operating software.	5	
<b>2.4</b>	Includes two stage pressure regulators (ultra-high purity, stainless steel) for Helium and Oxygen, all tubing and fittings required for connection to the analyzer instrument.	5	
<b>2.5</b>	Software able to read sample weights from a common external file format (e.g. .csv, .xls, .doc) on a USB memory key (i.e. flexible, not specific file management).	5	