

**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

Title - Sujet Gas and Particle Analyzer		
Solicitation No. - N° de l'invitation KM060-131179/A	Date 2013-09-10	
Client Reference No. - N° de référence du client KM060-131179		
GETS Reference No. - N° de référence de SEAG PW-\$TOR-016-6353		
File No. - N° de dossier TOR-3-36107 (016)	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-10-21		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Yari, Helen		Buyer Id - Id de l'acheteur tor016
Telephone No. - N° de téléphone (905) 615-2081 ()		FAX No. - N° de FAX (905) 615-2060
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF THE ENVIRONMENT 4905 Dufferin St Downsview Ontario M3H5T4 Canada		

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

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

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 this bid solicitation.

2. Requirement

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

3. Debriefings

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 (2013-06-01) 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

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 dix (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as

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

4. Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

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

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders 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 Applicable Taxes must be shown separately.

1.1 Exchange Rate Fluctuation

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**1. Evaluation Procedures**

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

1.1 Technical Evaluation**1.1.1 Mandatory Technical Criteria**

See Annex C, Evaluation Criteria

1.2 Financial Evaluation**1.2.1 Mandatory Financial Criteria**

Bidders must submit their financial bid in **Canadian Funds** in accordance with the Basis of Payment.

1.2.2 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.

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 documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.hrsdc.gc.ca/eng/labour/index.shtml)" list (<http://www.hrsdc.gc.ca/eng/labour/index.shtml>) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.hrsdc.gc.ca/eng/labour/index.shtml)" list at the time of contract award.

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 OEM Certification

- (a) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this

information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided.

- (b) If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.
- (c) For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware and on all accompanying documentation.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Requirement

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

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

2010A (2013-04-25), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Delivery Date

All the deliverables must be received on or before _____.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Helen Yari
Public Works and Government Services Canada
33 City Centre Dr., Suite 480C
Mississauga, ON L5B 2N5

Telephone : 905-615-2081
Facsimile: 905-615-2060
E-mail address: helen.yari@pwgsc-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 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 a unit price, as specified in Annex B, Basis of Payment for a cost of \$ _____. Customs duties are included and Applicable Taxes are extra.

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.

2. Invoices must be distributed as follows:

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

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

8. Certifications

8.1 Compliance

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 the Province of Ontario.

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 (2013-04-25) General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment
- (e) the Contractor's bid dated _____.

11. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

ANNEX A**REQUIREMENT****Gas and Particle Analyzer****1. Introduction**

Environment Canada's Canadian Air and Precipitation Monitoring Network (CAPMoN) has been collecting air samples for analysis for almost 30 years. CAPMoN is currently collecting daily samples at 15 sites across Canada and requires a new instrument to assess more advanced technologies with in-line sample analysis capabilities. The sites are often isolated and not frequently visited so instrument reliability and ability to run unattended are important components.

2. Specification

This instrumentation must be commercially available and have demonstrated the ability to reliably collect and analyze both gases and particles for an extended period of time as this is not a requirement for instrument development. The instrument must meet the following requirements/specifications.

- a) Instrument must be able to collect and analyze for the gases NH_3 , HNO_2 , HNO_3 , HCl , and SO_2 all with a detection limit of $0.1 \mu\text{g}/\text{m}^3$ or better.
- b) Instrument must be able to collect and analyze for the particulate cations NH_4^+ , K^+ , Na^+ , Mg^{2+} , and Ca^{2+} , all with a detection limit of $0.1 \mu\text{g}/\text{m}^3$ or better.
- c) Instrument must be able to collect and analyze for the particulate anions NO_3^- , SO_4^{2-} , Cl^- , all with a detection limit of $0.1 \mu\text{g}/\text{m}^3$ or better.
- d) Instrument must have a measurement resolution of 60 minutes or less for all species.
- e) Instrument must only collect and analyze particles = $2.5 \mu\text{m}$ in diameter ($\text{PM}_{2.5}$).
- f) Sampled volume of air must be accurately determined for each sample.
- g) Instrument sample analysis technique by Ion Chromatography must incorporate an internal standard.
- h) Instrument must be capable of running unattended for a period of 7 days or more.
- i) Instrument must include dedicated instrument software.
- j) Instrument must have remote access and control capabilities.
- k) Instrument must have a power requirement of 120V 60 Hz
- l) Instrument must be able to operate at temperatures $25 \pm 5^\circ\text{C}$
- m) Instrument must have internal diagnostics for instrument trouble shooting and data validation.
- n) Instrument manual must include detailed trouble shooting procedures.

- o) All products must be new and unused.
- p) All instrument components must be Canadian Standards Association (CSA) approved at delivery.
- q) The Contractor must provide **1-year parts and labour warranty**. Warranty will begin on the day that the deliverables are accepted by Environment Canada.
- r) Must have product support, service and parts available upon request to purchase for a minimum of 5 years after delivery.

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ANNEX B**BASIS OF PAYMENT**

Prices are firm, all inclusive in Canadian funds including Canadian customs duties, excise taxes, and F.O.B destination, including all delivery charges to destination specified.

The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

Item No.	Description	Quantity	Firm Unit Price
1.	Gas and Particle Analyzer system in accordance with Annex A. Make: _____ Model number: _____	1	\$ _____
	GST / HST EXTRA (AS APPLICABLE)		\$ _____

Delivery: While delivery is requested within 6 weeks of contract award, the best delivery that could be offered is _____ .

ANNEX C

EVALUATION CRITERIA

1. Mandatory Technical Evaluation Criteria (M)

M1 - The Bidders must comply with Annex A Requirement for Gas and Particle Analyzer. Bidder must submit with their bid supporting technical documents such as: literature, brochures or specifications for their proposed equipment, which clearly demonstrates that their proposed equipment meets the specifications listed in Annex A. If any of the Equipment Specification is not identified in the Bidder's existing technical documents, the Bidder must address separately, in their proposal, how it meets that particular Equipment Specification.

Mandatory Specification (from Annex A)	Identify where the supporting documentation is located in the bid package (page number(s))
(a) Instrument must be able to collect and analyze for the gases NH ₃ , HNO ₂ , HNO ₃ , HCl, and SO ₂ all with a detection limit of 0.1 µg/m ³ or better.	
(b) Instrument must be able to collect and analyze for the particulate cations NH ₄ ⁺ , K ⁺ , Na ⁺ , Mg ²⁺ , and Ca ²⁺ , all with a detection limit of 0.1 µg/m ³ or better.	
(c) Instrument must be able to collect and analyze for the particulate anions NO ₃ ⁻ , SO ₄ ²⁻ , Cl ⁻ , all with a detection limit of 0.1 µg/m ³ or better.	
(d) Instrument must have a measurement resolution of 60 minutes or less for all species.	
(e) Instrument must only collect and analyze particles = 2.5 µm in diameter (PM _{2.5}).	
(f) Sampled volume of air must be accurately determined for each sample.	
(g) Sample analysis by Ion Chromatography must incorporate an internal standard.	
(h) Instrument must be capable of running unattended for a period of 7 days or more	
(i) Instrument must include dedicated instrument software.	
(j) Instrument must have remote access and control capabilities.	
(k) Instrument must have a power requirement of 120V 60 Hz	
(l) Instrument must be able to operate at temperatures 25 ± 5 °C.	
(m) Instrument must have internal diagnostics for instrument trouble shooting and data validation.	
(n) Instrument manual must include detailed trouble shooting procedures.	
(o) All products must be new and unused.	
(p) All instrument components must be Canadian Standards Association (CSA) approved at delivery.	
(q) The Contractor must provide 1-year parts and labour warranty . Warranty will begin on the day that the deliverables are accepted by Environment Canada.	
(r) Must have product support, service and parts available upon request to purchase for a minimum of 5 years after delivery.	

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TOR-3-36107

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M2. Bidder must demonstrate that the proposed instrument is currently commercially available and that it was previously or is currently being used for air monitoring in a governmental or university capacity. Bidder must demonstrate this by providing contact information of one (1) or more user(s) of this proposed instrument. The contact information must include:

Client name;
Contact name;
Telephone number; and
E-mail address.

Environment Canada reserves the right to contact the client to validate information.

ANNEX D**Bidder Certification Forms****Form 1****OEM Certification Form**

(to be used where the Bidder is not the OEM)

This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.

Name of OEM _____

Signature of authorized signatory of OEM _____

Print Name of authorized signatory of OEM _____

Print Title of authorized signatory of OEM _____

Address for authorized signatory of OEM _____

Telephone no. for authorized signatory of OEM _____

Fax no. for authorized signatory of OEM _____

Date signed _____

Solicitation Number _____

Name of Bidder _____