

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Réception des soumissions - TPSGC / Bid  
Receiving - PWGSC  
1550, Avenue d'Estimauville  
1550, D'Estimauville Avenue  
Québec  
Québec  
G1J 0C7

**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> MERCURE	
<b>Solicitation No. - N° de l'invitation</b> K8C13-132310/A	<b>Date</b> 2013-11-13
<b>Client Reference No. - N° de référence du client</b> K8C13-13-2310	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$QCN-009-15704	
<b>File No. - N° de dossier</b> QCN-3-36055 (009)	<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 2013-12-30</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Heure Normale du l'Est HNE	
<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> Hamann, Frédéric	<b>Buyer Id - Id de l'acheteur</b> qcn009
<b>Telephone No. - N° de téléphone</b> (418) 649-2975 ( )	<b>FAX No. - N° de FAX</b> (418) 648-2209
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> ENVIRONNEMENT CANADA DIR. RÉG. S & T EAU 105 MCGILL MONTREAL Québec H2Y2E7 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**  
TPSGC/PWGSC  
601-1550, Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7

<b>Delivery Required - Livraison exigée</b> VOIR DOC.	<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Requirement and the Basis of Payment.

### **2. Summary**

Environment Canada's Quebec Laboratory for Environmental Testing (QLET) would like to acquire a mercury combustion analyzer. The mercury combustion analyzer must meet all the mandatory requirements stated in the request for proposals (RFP).

The period of the Contract is from contract award date to 2 year after the acceptance of the deliverables.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT), the Canada - Chile Free Trade Agreement (CCFTA), and the Canada - Peru Free Trade Agreement (CPFTA).

### **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: one hundred and twenty (120) 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 seven (7) 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.

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## 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 copies)

Section III: Certifications (1 hard copies)

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 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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements.

#### **The Bidder must provide the following with its Technical Bid:**

- (i) **Mandatory Criteria:** The Bidder must fill in and provide the technical compliance table provided at section 1.1.1 of Part 4.
- (ii) **Point rated technical criteria:** The Bidder must fill in and provide the technical compliance table provided at section 1.1.2 of Part 4.
- (iii) **Documentation:** The Bidder must provide the technical sheets of the proposed products, showing compliance to the mandatory criteria. If a criterion is not included in the technical sheets, the bidder must explain, in a separate document, how it meets the criterion.

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## **Section II: Financial Bid**

**1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

**1.2 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

The Bidder must clearly demonstrate how the proposed products comply to each mandatory technical criterion. Simply stating that the criteria are met, is not sufficient. For each mandatory criterion the bidder must include the precise location of the reference material including the title of the document, and the page and paragraph numbers. The bidder must provide an answer for each criterion. The bidder must provide enough details to permit a complete evaluation.

Mandatory Technical Criteria		Sections of the proposal where the mandatory criteria are indicated
<b>General mandatory technical criteria for the mercury combustion analyzer</b>		
1	Must be approved by the Canadian Standards Association (CSA)	
2	Must be based on officially recognized methods, such as the United States Environmental Protection Agency's (EPA's) method 7473 or ASTM International's method D6722-01. Bidders must provide paper or electronic versions to prove that the system has been approved.	
3	Must operate on a 100-120 VAC, 50/60 Hz electrical circuit.	
4	Must comply with a complete sample drying, thermal decomposition, amalgamation and spectrophotometry sequence.	
5	Must include an analytical balance with a minimum accuracy of 0.001 g.	
6	Must be entirely controlled by the computer system software.	
7	Must have an analysis time maximum of five minutes for a sample.	
8	Must be equipped with a trap to catch mercury vapours.	
9	Must be able to carry out calibrations with	

<b>Mandatory Technical Criteria</b>		<b>Sections of the proposal where the mandatory criteria are indicated</b>
	liquid or solid standards.	
10	Must be fit (autosampler) for quartz and nickel sample boats.	
11	Sample boats must be able to hold: - Maximum solid sample weight: 2000 mg; - Maximum liquid sample volume: 1500 µL.	
12	The autosampler tray must have a cover to protect samples at all times.	
13	Must include a second autosampler tray.	
<b>Mandatory technical criteria for the computer system of the mercury combustion analyzer</b>		
14	The system must include a complete computer system with the following minimum system requirements:  - Windows 7 Professional operating system - Intel Core i5-2500K Quad-Core Processor 3.30 - GHz 6 MB Cache; - 8 GB 1333 MHz DDR3 SDRAM standard memory; - 500 GB 7200 rpm SATA 3.0 Gb/s flash card; -10/100/1000 network interface card; - Standard video card; -10 USB ports; - keyboard; - mouse; - 22-inch flat screen monitor	
<b>Mandatory technical criteria for the software of the mercury combustion analyzer</b>		
15	Must be able to upload the sample weights directly from the balance.	
16	Must allow the operator to visualize data acquisition from the calibration curve, quality control samples and regular samples in real time.	
17	Must shut down or pause automatically the system if the run reference samples are outside the range designated by the system operator.	
18	Must be able to store multiple calibration curves.	
19	Must be able to export instrumental data into an Excel file.	
20	Must run on Windows 7	
21	Must be able to compile statistics on a	

<b>Mandatory Technical Criteria</b>		<b>Sections of the proposal where the mandatory criteria are indicated</b>
	specific sample group (average, coefficient of variation).	
22	<p>Must include the following printable data:</p> <ul style="list-style-type: none"> <li>- sample number;</li> <li>- sample weight;</li> <li>- Absorbance;</li> <li>- Concentration (ppb ou ppm);</li> <li>- Calibration factor;</li> <li>-Temperature and drying time;</li> <li>- Temperature and decomposition time;</li> <li>- Purge time;</li> <li>-Amalgamator heating time;</li> <li>-Recording time;</li> <li>-Exporting and printing the sample graphs (measuring peak);</li> <li>-Exporting and printing the calibration curve.</li> </ul>	

### 1.1.2. Point rated technical criteria

Bidders must indicate the system result for each of the point rated technical criteria in the boxes provided in the table below. In addition, bidders must clearly demonstrate how the proposed system meets each of the point rated technical criteria. This information should be demonstrated on the technical sheets. If a criterion is not included on the technical sheets, the bidder must explain, in a separate document, how it meets the criterion.

Any deficiency in the presentation of the requested information will render the bid non responsive.

	<b>Point rated technical criteria</b>	<b>Score for the point rated technical criteria</b>	<b>Results and Sections of the proposal where the point rated technical criteria are indicated</b>
1	The analyzer should have three cells to detect concentration ranges situated between: 0,0005 ng and 1000 ng of Hg	3 cells (10 points) 2 cells (5 points) 1 cell (1 point)	
2	The spectrophotometer should have a detection limit of 0.015 ng of Hg.	DL ≤ 0.015 ng Hg (10 points)	

	<b>Point rated technical criteria</b>	<b>Score for the point rated technical criteria</b>	<b>Results and Sections of the proposal where the point rated technical criteria are indicated</b>
		0.015 ng Hg ≤ DL ≤ 0.025 ng Hg (5 points)  DL > 0.025 ng Hg (1 point)	
3	The detector shutter should be electronic; there should be no physical part movements.	Electronic shutter without physical part movements (10 points)  With physical parts movements (0 point)	
4	The analyzer should have a silicone UV photodetector.	Silicone UV photodetector (5 points)  Other detector (1 point)	
5	The decomposition tube should be protected by a metal catalyst flange.	Decomposition tube protected by a metal catalyst flange (5 points)  Without (0 point)	
6	The drying/thermal decomposition program should be controlled by a thermocouple module.	Decomposition program with thermocouple (10 points)  Without thermocouple (2 points)	
7	The amalgamation stage should be controlled by infra red (IR).	IR controlled (10 points)  Other type of controlled (2 points)	
8	The autosampler should be controlled by a pneumatic system to ensure that the sample tray moves smoothly.	With a pneumatic system (10 points)  Without a pneumatic system (0 point)	
9	The software should collect data from and analyze up to 10 samples as one, single sample to determine very low concentrations of mercury.	Collect 10 samples or more as one result (5 points)  Collect 8 or 9 samples as one result (4 points)  Collect 6 or 7 samples as one result (3 points)  Collect 4 or 5 samples as one result (2 points)	

	Point rated technical criteria	Score for the point rated technical criteria	Results and Sections of the proposal where the point rated technical criteria are indicated
		Collect 2 or 3 samples as one result (1 points)  Collect 1 sample as one result (0 points)	
10	It should be possible to add a gas mercury analysis system to the analyzer.	Possible to add a gas mercury analysis system to the analyzer (5 points)  Impossible (0 point)	
11	The supplier should provide at least five results for a solid certified reference material (CRM) and calculate the accuracy (bias) in relation to the certified value and its coefficient of variation.	CRM  ER (bias) ≤ 10 % (5 points) ER (biais) ≥ 10 % (1 point) RSD ≤ 5 % (5 points) RSD ≥ 5 % (1 point)	
12	The supplier should provide at least five values using a point on the calibration curve and calculate the accuracy (biais) in relation to the target value and its coefficient of variation.	Calibration curve  ER ≤ 10 % (5 points) ER ≥ 10 % (1 point) RSD ≤ 5 % (5 points) RSD ≥ 5 % (1 point)	

## 1.2 Financial Evaluation

- (a) Bidders must submit firm prices, Canadian customs duties and excise taxes included, and Goods and Services Tax (GST) or Quebec Sales Tax (QST) excluded.
- (b) Bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date will be applied as a conversion factor to the bids submitted in foreign currency.
- (c) Bidders must provide prices DDP (Incoterm 2000). Bids will be assessed on a DDP (Incoterm 2000) basis.
- (d) The total evaluation price will be the total price for table 1 at Annex B + the total price for table 2 at Annex B.

## 2. Basis of Selection

1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation;
  - (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 50% for the technical merit and 50% 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 50%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 50%.
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.

Example:

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 50/50 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000.

Basis of Selection - Highest Combined Rating Technical Merit (50%) and Price (50%).

		Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>		100/100	88/100	69/100
<b>Bid Evaluated Price</b>		55,000.00\$	46,500.00\$	45,000.00\$
<b>Calculations</b>	<b>Technical Merit Score</b>	$100/100 \times 50 = 50$	$88/100 \times 50 = 44$	$69/100 \times 50 = 34.5$
	<b>Pricing Score</b>	$45/55 \times 50 = 40.90$	$45/46.5 \times 50 = 48.39$	$45/45 \times 50 = 50$
<b>Combined Rating</b>		90.9	92.39	84.5
		2nd	1st	3rd

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<b>Overall Rating</b>			
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## 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.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's website](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)

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.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 1. Requirement

The Contractor must provide a mercury combustion analyzer as detailed under the "Requirement" at Annex A.

#### 1.1 Optional Goods and Services

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

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

### 2. 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.

#### 2.1 General Conditions

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

##### 2.1.1 Warranty - Contractor responsible for all costs

**Section 09** entitled "**Warranty**" of General Conditions - Goods (Medium Complexity) **2010A** is amended by deleting **subsection 2** in its entirety and replacing it with the following:

2. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

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**2.1.2** Insert at the end of **section 08** entitled "**Inspection and Acceptance of the Work**" of General Conditions - Goods (Medium Complexity) **2010A** the following statement :

Canada will have **sixty (60) days** from receipt of the deliverables to perform its inspection and acceptance.

## **2.2 Supplemental General Conditions**

4001 (2013-01-28), Hardware purchase, Lease and Maintenance, apply to and form part of the Contract.

4003 (2010-08-16), Licensed Software

4004 (2013-04-25), Maintenance and Support Services for Licensed Software

## **2.3 Warranty Period**

Section 14 of supplemental general conditions 4001 is amended by replacing the period of twelve (12) months by twenty-four (24) months. All other provisions of the warranty section remain in effect.

## **3. Term of Contract**

### **3.1 Delivery Date**

All the deliverables goods must be received and installed on or before 6 weeks after contract award date.

### **3.2 Period of the Contract**

The period of the Contract is from contract award date to 2 years after the acceptance of the deliverables.

### **3.3 Optional Goods and Services**

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

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

## **4. Authorities**

### **4.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Frédéric Hamann

Title: Supply Specialist

Public Works and Government Services Canada

Acquisitions Branch

Telephone: 418-649-2975

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Facsimile: 418-648-2209  
E-mail address: frederic.hamann@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.

#### 4.2 Technical Authority (will be completed at contract award)

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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 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.

#### 4.3 Contractor's Representative

The Contractor's Representative for the Contract is:

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

#### 4.4 Administrative Authority (will be completed at contract award date)

For all information related to invoicing and/or payments you may communicate with:

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

### 5. Payment

## 5.1 Basis of Payment

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. Customs duties are included and Goods and applicable Sales Tax 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.

## 5.2 Single Payment

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

## 5.3 Shipping Instructions - Delivery at Destination

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

- (a) Delivered Duty Paid (DDP), QLET – Environment Canada, 105 McGill Street, 7<sup>th</sup> Floor, Montréal, Quebec, H2Y 2E7 Incoterms 2000 for shipments from a commercial contractor.

## 6. 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 and before receiving confirmation of acceptance of the work by the Technical Authority.
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) On request, one (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 7. Certifications

### 7.1 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.

## 8. Applicable Laws

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

## 9. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4001 (2013-01-28); Hardware purchase, Lease and Maintenance;
- (c) the supplemental general conditions 4003 (2010-08-16), Licensed Software;
- (d) the supplemental general conditions 4004 (2013-04-25), Maintenance and Support Services for Licensed Software;
- (e) the general conditions 2010A (2013-04-25); General Conditions - Goods (Medium Complexity);
- (f) Annex A, Requirement;
- (g) Annex B, Basis of Payment;
- (h) the Contractor's bid dated \_\_\_\_\_,

## 10. SACC Manual clauses

- B1501C (2006-06-16), Electrical Equipment
- B7500C (2006-06-16), Excess Goods
- D0018C (2007-11-30), Delivery and Unloading
- G1005C (2008-05-12), Insurance

## 11. Hardware

- (a) 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)	Yes
Delivery Date	Within 6 weeks of contract award date
Contractor must deliver Hardware Documentation	Yes
Hardware Documentation must include maintenance documentation	Yes
Language of Hardware Documentation	<i>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.</i>
Contractor must Install Hardware at time of Delivery	Yes
Class of Maintenance Service	- <i>On-Site Maintenance Service</i>

Hardware Warranty Period	<i>Despite 4001, the Hardware Warranty Period under Part V is 24 months.</i>
Hardware Maintenance Period	24 months
Toll-free Telephone Number for Maintenance Service	[to be completed with information from the Contractor at the time of award]
Website for Maintenance Service	[to be completed with information from the Contractor at the time of award]

## ANNEX A

### REQUIREMENT

#### 1. Background

Environment Canada's Quebec Laboratory for Environmental Testing (QLET) would like to acquire a mercury combustion analyzer. With this technology, the laboratory will be able to specialize in analyzing traces for various environmental matrices, such as sediment, biota and aqueous effluent.

#### 2. **Mandatory Criteria for the mercury combustion analyzer, computer system and software**

##### **Mandatory technical criteria for the mercury combustion analyzer,**

**2.1.1** The system must be approved by the Canadian Standards Association.

**2.1.2** The system must be based on officially recognized methods, such as the United States Environmental Protection Agency's (EPA's) method 7473 or ASTM International's method D6722-01. Bidders must provide paper or electronic versions to prove that the system has been approved.

**2.1.3** Must operate on a 100–120 VAC, 50/60 Hz electrical circuit.

**2.1.4** Must comply with a complete sample drying, thermal decomposition, amalgamation and spectrophotometry sequence.

**2.1.5** Must include an analytical balance with a minimum accuracy of 0.001 g.

**2.1.6** Must be entirely controlled by the computer system software.

**2.1.7** Must have an analysis time for a sample maximum of five minutes.

**2.1.8** Must be equipped with a trap to catch mercury vapours.

**2.1.9** Must be able to carry out calibrations with liquid or solid standards.

**2.1.10** Must be fit (autosampler) for quartz and nickel sample boats.

**2.1.11** Sample boats must be able to hold:

- Maximum solid sample weight: 2000 mg;
- Maximum liquid sample volume: 1500 µL.

**2.1.12** The autosampler tray must have a cover to protect samples at all times.**2.1.13** Must include a second autosampler tray.**Mandatory Technical Criteria for computer system of the the mercury combustion analyzer.****2.1.14** The system must include a complete computer system with the following minimum system requirements:

- Windows 7 Professional operating system – Intel Core i5-2500K Quad-Core Processor 3.30 GHz 6 MB Cache;
- 8 GB 1333 MHz DDR3 SDRAM standard memory;
- 500 GB 7200 rpm SATA 3.0 Gb/s flash card;
- 10/100/1000 network interface card;
- Standard video card;
- 10 USB ports;
- Keyboard;
- Mouse;
- 22-inch flat screen monitor.

**Mandatory Technical Criteria for software of the the mercury combustion analyzer.****2.1.15** Must be able to upload the sample weights directly from the balance.**2.1.16** Must allow the operator to visualize data acquisition from the calibration curve, quality control samples and regular samples in real time.**2.1.17** Must shut down or pause automatically the system if the run reference samples are outside the range designated by the system operator.**2.1.18** Must be able to store multiple calibration curves.**2.1.19** Must be able to export instrumental data into an Excel file.**2.1.20** Must run on Windows 7.**2.1.21** Must be able to compile statistics on a specific sample group (average, coefficient of variation).**2.1.22** Must include the following printable data :

- Sample number;

- 
- Sample weight;
  - Absorbance;
  - Concentration (ppb or ppm);
  - Calibration factor;
  - Temperature and drying time;
  - Temperature and decomposition time;
  - Purge time;
  - Amalgamator heating time;
  - Recording time;
  - Exporting and printing the sample graphs (measuring peak);
  - Exporting and printing the calibration curve.

## 2.2 Desirable criteria for the mercury combustion analyzer

2.2.1 The analyzer should have three cells to detect concentration ranges situated between: 0,0005 - 1000 ng of Hg

2.2.2 The spectrophotometer should have a detection limit of 0.015 ng of Hg.

2.2.3 The detector shutter should be electronic; there should be no physical part movements.

2.2.4 The analyzer should have a silicone UV photodetector.

2.2.5 The decomposition tube should be protected by a metal catalyst flange.

2.2.6 The drying/thermal decomposition program should be controlled by a thermocouple module.

2.2.7 The amalgamation stage should be controlled by infra red (IR).

2.2.8 The autosampler should be controlled by a pneumatic system to ensure that the sample tray moves smoothly.

2.2.9 The software should collect data from and analyze up to 10 samples as one, single sample to determine very low concentrations of mercury.

2.2.10 It should be possible to add a gas mercury analysis system to the analyzer.

2.2.11 The supplier should provide at least five results for a solid certified reference material (CRM) and calculate the accuracy (bias) in relation to the certified value and its coefficient of variation. The accuracy (bias) in relation to the certified value should equal or under 10% and coefficient of variation should be equal or under 5%.

2.2.12 The supplier should provide at least five values using a point on the calibration curve and calculate the accuracy (bias) in relation to the target value and its coefficient of variation. The accuracy (bias) in relation to the certified value should equal or under 10% and coefficient of variation should be equal or under 5%.

### **3. Equipment to be supplied with the mercury combustion analyzer**

#### **3.1** The supplier must ensure to have :

- all parts, consumables and supplies for the immediate use of the instrument;
- all necessary cables for connecting the computer to the instrument;
- all necessary cables for connecting the balance to the instrument.

#### **3.2** The supplier must include a stainless steel two-stage oxygen manometer.

#### **3.3** An additional set of consumables must be provided that includes the following items:

- 40 nickel boats;
- 10 quartz boats;
- 1 amalgamator;
- 1 catalyst package.

#### **3.4** The supplier must provide paper or electronic documentation for each of the instrument's items.

### **4. Warranty for the mercury combustion analyzer**

The warranty for the mercury combustion analyzer will expire twenty-four (24) months from the date of acceptance.

### **5. Delivery and installation**

The mercury analyzer must be delivered to and installed at the following address:

QLET – Environment Canada  
105 McGill Street, 7<sup>th</sup> Floor  
Montréal, Quebec  
H2Y 2E7

### **6. Training**

An application specialist from the supplier must give a training session of at least three (3) days to a maximum of three analysts at our location in English and/or French. The training must include the following items: equipment maintenance, how to optimize a new analysis method, how to use the software and how to import data.

### **7. Acceptance of the instrument**

Environment Canada will accept the mercury analyzer once the supplier has shown that the manufacturer's technical specifications have been met.

Solicitation No. - N° de l'invitation

K8C13-132310/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

qcn009

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

K8C13-13-2310

File No. - N° du dossier

QCN-3-36055

CCC No./N° CCC - FMS No/ N° VME

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## 8. Options

The QLET would like to have a fixed price for certain consumables and a preventive maintenance contract for year 3.

### Optional goods and services:

Description	Quantity
Quartz boats	100
Nickel boats	200
Amalgamator	2
Catalyst (package)	2
Preventative Maintenance (Plan a visit during the 3rd year of the acquisition of the instrument to check all components of acquired system and replace defective components if necessary. The cost of preventive maintenance must include all costs (eg, transportation, accommodation, parts, labor, etc.)..	1

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

**Table 1:** Provide and deliver at the Site of QLET – Environment Canada, 105 McGill Street, 7<sup>th</sup> Floor, Montréal, Quebec, H2Y 2E7 the following items:

Items	Description	Qty	Firm Unit Price (Sale taxes extra)	Currency (ex.: CAD, USD, EURO, etc.)
1	<b>Mercury combustion analyzer:</b> The price must include all goods and services described in Annex A with the exception of optional goods and services.	1	_____	_____
2	Delivery, transportation, Canadian customs duties and excise taxes (as applicable)	1	_____	_____
Total "DDP Delivered Duty Paid" (Incoterms 2000) at Site of QLET – Environment Canada, 105 McGill Street, 7 <sup>th</sup> Floor, Montréal, Quebec, H2Y 2E7  <b>(Price for item 1 + Price for item 2 = Total Price for Table 1)</b>			_____	_____

**Table 2:** Optional goods and services

Items	Description	Qty	Firm Unit Price (Sale taxes extra)	Extended Price (Sale taxes extra)	Currency (ex.: CAD, USD, EURO, etc.)
1	Quartz boats	100	_____	_____	_____
2	Nickel boats	200	_____	_____	_____
3	Amalgamator	2	_____	_____	_____
4	Catalyst (package)	2	_____	_____	_____
5	Preventive maintenance	1	_____	_____	_____
Total "DDP Delivered Duty Paid" (Incoterms 2000) at Site of QLET – Environment Canada, 105 McGill Street, 7 <sup>th</sup> Floor, Montréal, Quebec, H2Y 2E7  <b>(Price for item 1 + Price for item 2 + Price for item 3 + Price for item 4 + Price for item 5 = Total Price For Table 2)</b>			_____	_____	_____