

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
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

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 HANDHELD FTIR SYSTEM	
Solicitation No. - N° de l'invitation H4091-132982/A	Date 2013-12-24
Client Reference No. - N° de référence du client H4091-132982	
GETS Reference No. - N° de référence de SEAG PW-\$\$PV-941-64298	
File No. - N° de dossier pv941.H4091-132982	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-02-05	Time Zone Fuseau horaire Eastern Standard Time EST
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: Martins, Christina	Buyer Id - Id de l'acheteur pv941
Telephone No. - N° de téléphone (819) 956-6911 ()	FAX No. - N° de FAX (819) 956-3814
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF HEALTH 1800 WALKLEY RD PRODUCT SAFETY LABORATORY OTTAWA Ontario K1A 0K9 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

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

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire		Del. Offered Liv. offerte
						Destination	FOB/FAM Plant/Usine	
1	HANDHELD FTR SYSTEM Handheld FTR System in accordance with the Mandatory Technical Requirements listed in Annex "A." Shipping, training, software upgrades and one (1) manual on CD format.	H4091	I - 1	1	LOT	\$	XXXXXXXXXXXX	See Herein

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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 the "Line Item Detail" and in accordance with Annex A - Mandatory Technical Requirements attached hereto.

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

1.1 SACC Manual Clauses

B1000T	Condition of Material	2007-11-30
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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.

Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to PWGSC will not be accepted.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, 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 (three (3) hard copies)
 Section II: Financial Bid (one (1) hard copy)
 Section III: Certifications (one (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>). 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.

1.1 **Section I: Technical Bid**

In their technical bid, bidders must explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

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

1.1.1 **Manuals**

One (1) complete CD of user documentation in English must be supplied with the Handheld FTIR System.

1.1.2 **Training (BIDDER TO COMPLETE)**

On-site user training must be provided for up to four (4) users. All costs associated with the on-site training must be included in the price.

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

1.1.3 **Service (BIDDER TO COMPLETE)**

Purchase of the Handheld FTIR System must include: regional 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:

- a) Location of available service facilities (after sales service and repair).

- 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.

1.1.4 Software Upgrades

The Bidder must provide all software updates and new releases to the purchaser 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.

1.1.5 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: _____

1.1.6 Point of Manufacture/Shipping (BIDDER TO COMPLETE)

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

Location: _____

Postal Code: _____

1.1.7 Delivery (BIDDER TO COMPLETE)

While delivery must be no later than March 31, 2014, the best delivery that could be offered by the Bidder is _____.

1.1.8 Contacts

Bidders are requested to provide the following: Information pertaining to Article 5.4 Contractor Representatives under Part 6, Resulting Contract Clauses.

1.2 Section II: Financial Bid

- 1.2.1 The Bidder must quote a firm unit price all inclusive of supply, training, software upgrades and one (1) CD manual, DDP (Ottawa, Ontario) Incoterms 2000, for the goods identified in Line Item 1. The total amount of applicable taxes must be shown separately, if applicable. Freight charges to destination and all applicable Customs duties and taxes must be included.

1.2.2 Exchange Rate Fluctuation

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.

2. **ABILITY TO MEET THE TECHNICAL REQUIREMENT (MANDATORY):**

- a) **For Items Defined by Specifications:**

The bidder is required to cross reference with the exact location in the supporting documentation the mandatory technical criteria contained herein to their supporting technical documentation.

- b) **Provision of Supporting Technical Documentation:**

Supporting technical documentation for the stores offered shall 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)**

- 1.2 **Financial Evaluation**

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

- a) prices will be evaluated in Canadian dollars, Applicable Taxes excluded, Canadian customs duties and excise taxes included. 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 Delivered Duty Paid (Ottawa, Ontario) Incoterms 2000 destination basis.

2. **Basis of Selection**

A0069T

Basis of Selection

2007-05-25

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

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 at Line Item 1 as per specifications detailed at Annex A - Mandatory Technical Requirements attached hereto.

2.1 **Manuals**

Manuals are considered part of the equipment. One (1) complete CD of user documentation in English must be supplied with the Handheld FTIR System.

2.2 Training

On-site user training must be provided for up to four (4) users.

2.3 Service

Purchase of the Handheld FTIR System must include: regional 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.

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

Delivery must be received on or before March 31, 2014.

4.2 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 is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.

5. Authorities**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Christina Martins
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Commercial and Consumer Products Directorate
Place du Portage III, 6A2
11 Laurier St. Gatineau, Quebec
K1A 0S5
Telephone: (819) 956-6911
Facsimile: (819) 956-3814
Christina.Martins@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 (TO BE COMPLETED AT TIME OF 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.

5.3 Procurement Authority (TO BE COMPLETED AT TIME OF CONTRACT AWARD)

The Procurement Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

The Procurement 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.

5.4 Contractor's Representative (BIDDER TO COMPLETE)**General Enquiries****Delivery Follow-up**

Name: _____

Name: _____

Telephone No. _____

Telephone No. _____

Facsimile No. _____

Facsimile No. _____

E-mail address: _____

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 of \$(**amount to be inserted at contract award**) for Line Items 1 and 2, DDP Delivered Duty Paid (Ottawa, Ontario) Incoterms 2000. Customs duties are included and Applicable Taxes extra, if applicable.

6.2 Limitation of Price

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.

6.3 SACC Manual Clauses

H1000C

Single Payment

08/05/12

7. Invoicing Instructions

- a) 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.

FOR PROMPT PAYMENTS, ENSURE THE CONTRACT NO./P.O. NUMBER APPEARS ON ALL DOCUMENTATION.

- b) 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. The Contract serial number: H4091-132982 must appear on all invoices.
 - (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 Ontario, Canada.

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) 2010A (2013-04-25) General Conditions - Goods (Medium Complexity);
- (c) Annex A, Mandatory Technical Requirements;
- (d) the Contractor's bid dated _____ (insert date of bid)

11. SACC Manual clause

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

ANNEX A
MANDATORY TECHNICAL REQUIREMENTS
HANDHELD FTIR SYSTEM

The **HANDHELD FTIR SYSTEM** must meet all of the following criteria:

1. The instrument must have a minimum spectral range of 4000 cm⁻¹ to 650 cm⁻¹.

Bidders Proposal: _____

2. The instrument must be able to perform accurate plastic, polymer and phthalates identification within sixty (60) seconds.

Bidders Proposal: _____

3. The instrument must weigh less than two (2) kg, for easy handheld use.

Bidders Proposal: _____

4. The instrument must include software that reduces the need for scientific field support, by producing clear, definitive results.

Bidders Proposal: _____

5. The instrument must be a self-contained unit that does not require scheduled maintenance or calibration, and does not use consumables.

Bidders Proposal: _____

6. The instrument must be able to operate, fully-charged, for at least four (4) hours.

Bidders Proposal: _____

7. The instrument must have a user-friendly menu-driven interface.

Bidders Proposal: _____

8. The instrument must be able to operate between -5°C and 25°C.

Bidders Proposal: _____

9. The instrument must come with a durable carrying case.

Bidders Proposal: _____

Solicitation No. - N° de l'invitation

H4091-132982/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pv941

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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10. The instrument must come with at least one (1) additional rechargeable battery.

Bidders Proposal: _____

11. The instrument must come with appropriate accessories to charge and operate the unit.

Bidders Proposal: _____