

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

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

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet CARBON SULPHUR ANALYZER	
Solicitation No. - N° de l'invitation W8486-152017/A	Date 2014-11-28
Client Reference No. - N° de référence du client W8486-152017	
GETS Reference No. - N° de référence de SEAG PW-\$\$PV-940-66233	
File No. - N° de dossier pv940.W8486-152017	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-01-12	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes	
Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Hooper, Marlyn	Buyer Id - Id de l'acheteur pv940
Telephone No. - N° de téléphone (819) 956-2702 ()	FAX No. - N° de FAX (819) 956-3814
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

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

Solicitation No. - N° de l'invitation

W8486-152017/A

Amd. No. - N° de la modif.

File No. - N° du dossier

pv940W8486-152017

Buyer ID - Id de l'acheteur

pv940

CCC No./N° CCC - FMS No/ N° VME

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PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement associated with this bid solicitation.

1.2 Requirement

The requirement is detailed under the "Annex A".

1.2.1 Optional Requirement

The Contractor grants to Canada the irrevocable option to purchase quantities five (5) of crucible Furnace and five (5) of Replacement IR cells under the same terms and 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.

1.3 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

2.1 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 (2014-06-26) 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

2.1.1 SACC Manual Clauses

B1000T	Condition of Material	2014-06-26
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2.2 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.

2.3 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(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

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

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

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, Offerors should follow the format instructions described below in the preparation of their offer:

- 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;

- 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; and
- 3) use a numbering system that corresponds to that of the Request for Standing Offers.

Section I: Technical Bid

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

3.1.1 Installation and Commission

On-site installation and Commission must be provided, including specification testing of all system components, accessories and software and must be carried out by a qualified service technician.

QETE reserves the right to conduct a performance test on the system once the installation and commission is completed.

State your best installation schedule. Installation will be carried out within _____ calendar days of delivery and be completed within _____ calendar days.

3.1.2 Training

On-site user training must be provided for up to five (5) users and must include operation and maintenance. All costs associated with the on-site training must be included in the price.

On-site training will be completed within _____ calendar days of installation.

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

3.1.3 Service (During Warranty Period)

Purchase of the system must include: technical support; technical phone support; support via the Internet; and support via a fax-back document system. Service cost must be included in the price.

Response for service must be within 24 hours or less.

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

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

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

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

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

3.1.4 Product(s) Offered

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

Name of Manufacturer: _____

Model/Part Number: _____

Literature attached: Yes (____) No (____)

3.1.5 Point of Manufacture/Shipping

The Bidder must state the point of manufacture/shipping of goods:

Location: _____

Postal Code: _____

3.1.6 Delivery

While delivery is requested by February 27, 2015, the best delivery that could be offered by the Bidder is _____.

3.1.7 Software Upgrades

The Bidder must provide all software updates and new releases to the purchaser for a period of five (5) years following the acceptance, at no additional cost.

Note: The word "updates" means all enhancements, extensions or other modifications to the software. The word "releases" means enhancements or modifications to the software or new modules or supplementary modules that function in conjunction with the software, that represent the next generation of software, and which the Contractor has decided to make available to its customers usually for an additional charge.

3.1.8 Contacts

Bidders are requested to provide the following: Information pertaining to Article 6.5.4 Contractor Representatives under Part 6, Resulting Contract Clauses.

Section II: Financial Bid

The bidder must quote a firm lot price all inclusive of supply, installation, commission, training and manuals, DDP (Gatineau, Quebec), the total amount of applicable taxes must be shown separately. Freight charges to destination and all applicable Customs duties and Excise taxes must be included.

A firm unit price must be filled in for each of the option periods. If the bidder fails to quote a firm unit price for each of the option periods, the bidder will be considered non-compliant and no further consideration will be given.

3.2.1 Exchange Rate Fluctuation

C3011TExchange Rate Fluctuation (without protection)

2013-11-06

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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.

4.1.1 Technical Evaluation

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

Factors for Evaluation

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

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

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

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

3. COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS REQUEST FOR PROPOSAL (MANDATORY)
4. Please note that the requirements of the Federal Contractors Program for Employment Equity may apply - (see Part 5).
5. One year of "start-up" supplies must be provided with the system, this includes all supplies in the manufacturer's 'spare parts' list, and reference samples for the calibration/commission of the instrument.

4.1.1.1 Mandatory Technical Criteria

See Annex B

4.2 Financial Evaluation

Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP (Gatineau, Quebec) Incoterms® 2000, Canadian customs duties and excise taxes included.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, 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, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

for bid evaluation purposes only, the total bid price will be determined by adding the cost for the firm quantity total with the cost for the optional quantities.

4.3 Basis of Selection

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 aggregate evaluated price (including the option items) will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information 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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 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" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - 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 " 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.

6.1 Security Requirement

There is no security requirement applicable to this contract.

6.2 Requirement

The Contractor must provide the items detailed under the "Annex A".

6.2.1 Optional Requirement

The Contractor grants to Canada the irrevocable option to purchase quantities five (5) of crucible Furnace and five (5) of Replacement IR cells under the same terms and 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 within sixty (60) months after contract award by sending a written notice to the Contractor.

6.2.2 Installation and Commission

On-site installation and Commission must be provided, including specification testing of all system components, accessories and software and must be carried out by a qualified service technician.

QETE reserves the right to conduct a performance test on the system once the installation and commission is completed.

6.2.3 Manuals

The Contractor must supply operating, maintenance and troubleshooting manuals and media for complete system, in English.

Spar Parts list of the system must be provided

6.2.4 Training

On-site user training must be provided for up to five (5) users and must include operation and maintenance.

6.2.5 Service (During Warranty Period)

Purchase of the system must include: technical support; technical phone support; support via the Internet; and support via a fax-back document system. Service cost must be included in the price.

Response for service must be within 24 hours or less.

6.2.6 Software Upgrades

The contractor must provide all software updates and new releases to the purchaser for a period of five (5) years following the acceptance, at no additional cost.

6.3 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.

6.3.1 General Conditions

2010A (2014-06-26) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Subsection 9 of 2010A (2014-06-26) General Conditions - Goods or Services, is amended as follows:

Delete: Subsection 9 in his entirety.

Insert: " The Work is subject to inspection and acceptance by Canada. Despite prior acceptance of the Work and without restricting any conditions or warranty imposed by law, the Contractor, if requested by the Minister to do so, must replace, repair or correct at its option and

its own expense any Work which becomes defective or which fails to conform to the Contract requirements, where applicable. For goods, the on-site warranty period will be twelve (12) months after delivery and acceptance or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer. The on-site warranty covers parts, labor and all related expenses. Any Work replaced, repaired or corrected pursuant to this section is subject to all provisions of the contract to the same extent as Work initially performed."

The 2010A (2014-06-26), General Conditions - Goods (Medium Complexity) is appended with Section 31 - Intellectual Property Infringement and Royalties, as follows:

- 1) The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2) If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to [Department of Justice Act](#), R.S. 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3) The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4) If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or

- (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
- (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

6.3.2 Supplemental General Conditions

4001 (2010-08-16) Hardware Purchase, Lease and Maintenance,
4003 (2010-08-16) Licensed Software, and
4004 (2013-04-25) Maintenance and Support Services for Licensed Software,

apply to and form part of the Contract.

6.4. Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before _____ (to be filled in only at contract award).

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Marlyn Hooper
Public Works and Government Services Canada
Acquisitions Branch
Commercial Consumer Products Directorate
11 Laurier Street, 6A2, Phase III
Place du Portage, Gatineau, Quebec, K1A 0S5
Telephone: (819) 956-2702
Facsimile: (819) 956-3814
E-mail address: marlyn.hooper@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.

6.5.2 Technical Authority (to be filled in only at contract award)

The Technical Authority for the Contract is:

Name: _____
Telephone: (____) _____

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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.

6.5.3 DND / NRC Procurement Authority *(to be filled in only at contract award)*

The DND / NRC Procurement Authority for the Contract is:

Name: _____
Telephone: () _____
Facsimile: () _____
E-mail address: _____

The DND / NRC Procurement Authority is responsible for the DND /NRC contract management and for the authorization of all work against this contract.

6.5.4 Contractor's Representative *(fill in)*

The telephone number of the person responsible for:

General enquiries
Name: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

Delivery Follow-up
Name: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

6.6. Payment

6.6.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in Annex A for a cost of \$_____ **(to be filled in only at contract award)**. 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.

6.6.2 SACC Manual Clauses

C0100C	Discretionary Audit - Commercial Goods and/or Services	2010-01-11
H1000C	Single Payment	2008-05-12
H1001C	Multiple Payment	2008-05-12

6.7 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.
 - (c) one (1) copy must be forwarded to the consignee.

6.8 Certifications

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to, provide the associated information, 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.

6.9 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.

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4001 (2010-08-16) 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) 2010A (2014-06-26) General Conditions - Goods (Medium Complexity);
- (f) Annex A, Requirement / Basis of Payment;
- (g) Annex B, Mandatory Specifications;
- (h) the Contractor's bid dated _____ (*insert date of bid*)

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6.11 SACC Manual clause

B1501C	Electrical Equipment	2006-06-16
A9062C	Canadian Forces Site Regulations	2011-05-16
A2000C	Foreign Nationals (Canadian Contractor)	2006-06-16
A2001C	Foreign Nationals (Foreign Contractor)	2006-06-16
G1005C	Insurance	2008-05-12

6.12 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) Gatineau, Quebec Incoterms 2000 for shipments from a commercial contractor.
2. The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

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ANNEX A

REQUIREMENT / BASIS OF PAYMENT

The Department of National Defence (DND) has a requirement for the supply, installation and commission of one (1) Carbon Sulphur Analyzer, with on-site user training for up to five (5) users. This requirement also include options to purchase qty 5 crucible furnace and qty 5 replacement IR cells.

Complete detailed specifications are identified at Annex B.

The delivery is requested by March 31, 2015 to Ottawa, Ontario.

Description	Qty	Firm Unit Price
Carbon Sulphur Analyzer In accordance with the mandatory specifications at Annex B. Including: one year warranty, manuals and spare parts list.	1	\$
Installation and commission	1	\$
On-site user training for up to five (5) users	1	\$

Optional Items

Description	Estimated Qty	Firm Unit Price
Crucible Furnace	5	\$
Replacement IR cells	5	\$

ANNEX B

MANDATORY SPECIFICATIONS

Carbon Sulphur Analyzer

Vendors must cross reference the mandatory technical criteria in a concise format by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation.

1.0 System Carbon Sulphur Analyzer

- 1.1 The instrument must perform the simultaneous carbon sulphur determination in metals, ores ceramics and other inorganic materials.

Reference in Contractors Proposal: _____

- 1.2 The instrument must be able to analyze samples with a mass of 1 gram or less.

Reference in Contractors Proposal: _____

- 1.3 The analytical carbon range must meet or exceed 1 ppm to 5.0% using 1 gram of sample or less.

Reference in Contractors Proposal: _____

- 1.4 The analytical sulphur range must meet or exceed 1 ppm to 0.5% using 1 gram of sample or less.

Reference in Contractors Proposal: _____

- 1.5 The precision of the carbon measurement must meet or be less than 1 ppm or 1.0% Relative Standard Deviation (RSD) or less.

Reference in Contractors Proposal: _____

- 1.6 The precision of the sulphur measurement must meet or be less than 2 ppm or 1.5% Relative Standard Deviation (RSD) or less.

Reference in Contractors Proposal: _____

- 1.7 The instrument must be capable of conducting testing in compliant with standard test methods

- 1.7.1 Standard test methods ISO 9556

Reference in Contractors Proposal: _____

- 1.7.2 Standard test methods 10719

Reference in Contractors Proposal: _____

1.7.3 Standard test methods 15349-2

Reference in Contractors Proposal: _____

1.7.4 Standard test methods 4935

Reference in Contractors Proposal: _____

1.7.5 Standard test methods 13902

Reference in Contractors Proposal: _____

1.7.6 Standard test methods 4689-3

Reference in Contractors Proposal: _____

1.7.7 Standard test methods 7524

Reference in Contractors Proposal: _____

1.7.8 Standard test methods 7526

Reference in Contractors Proposal: _____

1.7.9 Standard test methods 15350

Reference in Contractors Proposal: _____

1.7.10 American Society for Testing and Materials (ASTM) E-1019

Reference in Contractors Proposal: _____

1.7.11 American Society for Testing and Materials (ASTM) E-1587

Reference in Contractors Proposal: _____

1.7.12 American Society for Testing and Materials (ASTM) E-1941

Reference in Contractors Proposal: _____

1.7.13 American Society for Testing and Materials (ASTM) E-1915

Reference in Contractors Proposal: _____

2.0 System Framework Components

2.1 The instrument must be supplied with an analytical balance with a precision to 0.1 mg.

Reference in Contractors Proposal: _____

2.1.1 The supplied balance must be interface with the system so that sample masses are read directly by the software.

Reference in Contractors Proposal: _____

2.2 The instrument must include a furnace auto cleaner with vacuum assisted dust removal

Reference in Contractors Proposal: _____

2.3 The instrument must be able to dynamically adjust the power to the induction furnace.

Reference in Contractors Proposal: _____

2.4 The instrument detectors must be independently heated in order to thermally isolate them from environmental temperature fluctuations.

Reference in Contractors Proposal: _____

2.5 The instrument must be able to operate under full load with an input voltage from 195 to 250 volts.

Reference in Contractors Proposal: _____

2.6 All the gas regulators necessary to operate the system, which include at the minimum oxygen and compress air, must be included with the system.

Reference in Contractors Proposal: _____

3.0 Controller and Operating Software

3.1 The instrument must have a modern PC based controller with all required hardware (keyboard, pointer, interface cards, cables, screen, printer & related).

Reference in Contractors Proposal: _____

3.2 The controller must include a fully licensed copy of Microsoft Windows 7.

Reference in Contractors Proposal: _____

3.3 The instrument software must have the data in a format that is easily converted to a non-proprietary form.

Reference in Contractors Proposal: _____

3.4 The software must be capable of data transfer by the selective production of highly structured Comma Separated Value (CSV) files, or XLS files (MS Excel) without third party application.

Reference in Contractors Proposal: _____

3.5 The instrument software must contain real-time service diagnostics

3.5.1 Ambient charts of instrument temperatures

Reference in Contractors Proposal: _____

3.5.2 Pressures

Reference in Contractors Proposal: _____

3.5.3 Detector signal

Reference in Contractors Proposal: _____

3.5.4 Manual control of solenoids and switches

Reference in Contractors Proposal: _____

3.5.5 Automated leak checks

Reference in Contractors Proposal: _____

3.6 The instrument software must support both independent multipoint calibration and blank for each infrared detector. Drift correction of these independent multipoint calibrations must also be supported.

Reference in Contractors Proposal: _____

3.7 The instrument software must allow for data recall and recalculation and support user generated methods and standards.

Reference in Contractors Proposal: _____

3.8 All provided proprietary software must be of the most current version (no beta or testing software) and must be capable of being installed, running and being updated without a connection to the internet.

Reference in Contractors Proposal: _____

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ANNEX C

**COMPLETE LIST OF DIRECTORS
(As per Standard Instructions, Clauses and Conditions Part 2)**

Name	Position
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____