

## 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 0B2 / Noyau 0B2  
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**

E-mail/Courriel : mark.walton@tpsgc-pwgsc.gc.ca

<b>Title - Sujet</b> Automated Analyzer	
<b>Solicitation No. - N° de l'invitation</b> 23375-150370/A	<b>Date</b> 2015-01-06
<b>Client Reference No. - N° de référence du client</b> 23375-150370	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$\$PV-903-66474	
<b>File No. - N° de dossier</b> pv903.23375-150370	<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 2015-02-17</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Walton, Mark	<b>Buyer Id - Id de l'acheteur</b> pv903
<b>Telephone No. - N° de téléphone</b> (819) 956-3813 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> NATURAL RESOURCES CANADA 1 HAANEL DR. OTTAWA Ontario K1A 1M1 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

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

<b>Delivery Required - Livraison exigée</b> 2015-03-27	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM DestinationPlant/Usine		Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Automated Analyzer for cloud point and pour point, in accordance with the mandatory specifications at Annex A	23375	23375	1	Each	\$	\$	2015-03-27	

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pv90323375-150370

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## AUTOMATED POUR POINT AND CLOUD POINT AUTOMATED ANALYZER

### PART 1 - GENERAL INFORMATION

#### 1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

#### 1.2 Requirement

The Contractor must provide the items detailed under the "Line Item Detail", and further detailed under the "Mandatory Specifications" at Annex "A".

#### 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** from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

#### 1.4 Trade Agreements

"The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

### 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) (<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 (2014-09-25) 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

#### 2.2 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 question(s) 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 **Ontario**.

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

- Section I: Technical Bid - Two (2) hard copies
- Section II: Financial Bid - One (1) hard copy
- Section III: Certifications – At least 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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### Section I: Technical Bid

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

### Installation

On-site installation must be provided and shall be carried out by a qualified service technician. State your best installation schedule. Installation will be carried out within \_\_\_\_\_ calendar days of delivery and be completed within \_\_\_\_\_ calendar days.

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pv903.23375-150370

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pv903  
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### Manuals

Manuals are considered a part of the equipment. One (1) operator and one (1) service manual, in paper or CD-ROM format, plus health and safety information, in English, must be sent together with the equipment.

### Training

On-site user training must be provided for up to two (2) users. 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.,

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### Service

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

Response for service shall be within 24 hours or less.

Also, provide the following with your bid:

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

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

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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).

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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.

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### 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 (\_\_\_\_\_) \_\_\_\_\_

### Delivery

While delivery is requested by **March 27, 2015**, the best delivery that could be offered by the Bidder is \_\_\_\_\_.

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**Software Upgrades (If applicable)**

The contractor shall provide all software updates and new releases to the purchaser for a period of one (1) year 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.

**Contacts**

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

**Section II: Financial Bid**

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

**3.1.1 Exchange Rate Fluctuation**

- [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

**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****4.1.1.1 Mandatory Technical Criteria****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 must 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 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)

**4.1.2 Financial Evaluation**

- SACC Manual Clause [A0222T](#) (2013-06-25), Evaluation of Price - Canadian / Foreign Bidders



## 4.2 Basis of Selection

### 4.2.1 SACC Manual Clauses

SACC Reference	Title	Date
A0069T	Basis of Selection	2007-05-25

## 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 Precedent to Contract Award and Certifications Required with the Bid

#### 5.1.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will 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.

##### 5.1.1.1 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.

##### 5.1.1.2 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](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 Requirements**

**6.1.1** There is no security requirement applicable to this Contract.

## **6.2 Requirement**

The Contractor must provide the items detailed under the "Line Item Detail", and further detailed under the "Mandatory Specifications" at Annex "A".

### **Service**

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

### **Installation**

On-site installation must be provided and shall be carried out by a qualified service technician. Installation will be carried out within \_\_\_\_\_ calendar days of delivery and be completed within \_\_\_\_\_ calendar days.

### **Manuals**

Manuals are considered a part of the equipment. One (1) operator and one (1) service manual, in paper or CD-ROM format, plus health and safety information, in English, must be sent together with the equipment.

### **Training**

On-site user training must be provided for up to two (2) users. On-site training will be completed within \_\_\_\_\_ calendar days of installation.

### **Software Upgrades (If applicable)**

The contractor shall provide all software updates and new releases to the purchaser for a period of one (1) year 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.

## **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) (<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 (2014-11-27), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 6.3.2 Supplemental General Conditions

- 4003 Supplemental General Conditions - Licensed Software (2010-08-16) and
- 4004 Supplemental General Conditions - Maintenance and Support Services for Licensed Software (2013-04-25)

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 *(date to be inserted at contract award)*.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

*The Contracting Authority for the Contract is:*

Mark Walton  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Commercial Consumer Products Directorate  
Scientific, Medical, and Photographic Division "PV"  
6A2, Phase III, Place du Portage,  
11 Laurier Street,  
Gatineau, Quebec, Canada K1A 0S5  
Telephone: 819-956-3813  
Facsimile: 819-956-3814  
E-mail address: [mark.walton@tpsgc-pwgsc.gc.ca](mailto:mark.walton@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.

#### 6.5.2 Technical Authority: To be identified at contract award

The Technical 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 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 Contractor's Representative

*The telephone number, with extension if applicable, 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 Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit price(s), as specified in the contract, for a cost of \$ *(amount to be inserted 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

SACC Reference	Title	Date
H1000C	Single 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.

#### 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 **Ontario**.

#### 6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4003 Supplemental General Conditions - Licensed Software (2010-08-16) and 4004 Supplemental General Conditions - Maintenance and Support Services for Licensed Software (2013-04-25)
- (c) the general conditions 2010A (2014-09-25), General Conditions - Goods (Medium Complexity),
- (d) Annex A, "Mandatory Specifications"
- (e) the Contractor's bid dated \_\_\_\_\_

#### 6.11 SACC Manual Clauses

SACC Reference	Title	Date
A2000C	Foreign Nationals (Canadian Contractor)	2006-06-16
A9068C	Government Site Regulations	2010-01-11

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pv903  
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SACC Reference	Title	Date
B1501C	Electrical Equipment	2006-06-16

#### 6.12 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and Delivered Duty Paid (DDP) Ottawa, Ontario, Incoterms 2000 for shipments from a commercial contractor.

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## ANNEX "A"

### MANDATORY SPECIFICATIONS FOR AUTOMATIC POUR POINT AND CLOUD POINT AUTOMATED ANALYZER

The Characterization Lab requires an automated pour point and cloud point analyzer that is compliant with methods ASTM (American Society for Testing and Materials) D97 and ASTM D2500 respectively.

- "Pour point" is defined in ASTM D97 as: "In petroleum products, the lowest temperature at which movement of the test specimen is observed under prescribed conditions of test."
- "Cloud point" is defined in ASTM D2500 as: "In petroleum products and biodiesel fuels, the temperature of a liquid specimen when the smallest observable cluster of wax crystals first appears upon cooling under prescribed conditions."

**NOTE: BIDDERS MUST INDICATE CLEARLY WHERE THEIR BID OR ANY ATTACHMENT THERETO STATES THAT THE ITEM(S) OFFERED MEET(S) EACH OF THE FOLLOWING MANDATORY SPECIFICATIONS. FAILURE TO DO SO, OR NON-COMPLIANCE WITH ANY OF THEM, WILL RENDER YOUR BID NON-RESPONSIVE.**

- The automated analyzer must perform ASTM D97 and D2500 methods directly. It is not acceptable that the automated analyzer provides calculated D97 and D2500 values that have been obtained using data from other cloud and pour point methods that has been adjusted by mathematical correlation. **PROPOSAL REFERENCE:** \_\_\_\_\_
- The Characterization Lab analyzes pyrolysis oil samples that must be tested by ASTM D97, in accordance with fuel specification D7544. **PROPOSAL REFERENCE:** \_\_\_\_\_
- The automated analyzer must be capable of analyzing conventional fuel types and clear biofuels for pour and cloud point and have a lower cooling temperature of -70°C. **PROPOSAL REFERENCE:** \_\_\_\_\_
- The automated analyzer must also be capable of analyzing opaque liquids like pyrolysis oil for pour point by D97. **PROPOSAL REFERENCE:** \_\_\_\_\_
- The automated analyzer must have two positions, one test port for cloud point and one for pour point. **PROPOSAL REFERENCE:** \_\_\_\_\_
- The automated analyzer must include no mercury based temperature measuring devices and must use chlorine free, ozone friendly coolants. **PROPOSAL REFERENCE:** \_\_\_\_\_
- The automated analyzer must be CSA compliant. **PROPOSAL REFERENCE:** \_\_\_\_\_