



**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**

|   |  |
|---|--|
| <b>Title - Sujet</b><br>THERMOGRAVIMETRIC ANALYZER  |  |
| <b>Solicitation No. - N° de l'invitation</b><br>23375-160473/A  | <b>Date</b><br>2015-12-03                    |
| <b>Client Reference No. - N° de référence du client</b><br>23375-160473   |  |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$SPV-904-68541   |  |
| <b>File No. - N° de dossier</b><br>pv904.23375-160473   | <b>CCC No./N° CCC - FMS No./N° VME</b>       |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2016-01-13</b>  |  |
| <b>Time Zone</b><br><b>Fuseau horaire</b><br>Eastern Standard Time<br>EST   |  |
| <b>F.O.B. - F.A.B.</b><br><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><br>Frigon, Francine   | <b>Buyer Id - Id de l'acheteur</b><br>pv904  |
| <b>Telephone No. - N° de téléphone</b><br>(819) 956-7336 ( )  | <b>FAX No. - N° de FAX</b><br>(819) 956-3814 |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>DEPARTMENT OF NATURAL RESOURCES<br>1 HAANEL DR.<br>ATTN: LOUIS GIROUX<br>OTTAWA<br>Ontario<br>K1A1M1<br>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><br>See Herein  | <b>Delivery Offered - Livraison proposée</b> |
| <b>Vendor/Firm Name and Address</b><br><b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>   |  |
| <b>Telephone No. - N° de téléphone</b><br><b>Facsimile No. - N° de télécopieur</b>   |  |
| <b>Name and title of person authorized to sign on behalf of Vendor/Firm</b><br><b>(type or print)</b><br><b>Nom et titre de la personne autorisée à signer au nom du fournisseur/<br/>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**

### **1.1 Security Requirement**

There is no security requirement associated with this bid solicitation.

### **1.2 Requirement**

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

#### **1.2.1 Optional Requirement**

An option to purchase additional maintenance service for the coupled Thermal Gravimetric Analyser – Fourier Transform Infrared Spectrometer (TGA-FTIR) for three (3) additional one (1) year periods after expiry of the initial two (2) year all-inclusive warranty is included.

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.

### **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>) 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 (2015-07-03) 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



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 printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### 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

On-site installation must be provided and 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.

#### 3.1.2 Training

On-site user training must be provided for up to three (3) 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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Following the installation of the equipment, the supplier must provide a qualified service technician for at least 6 hours of on-site instruction including software training, calibration, basic maintenance, testing of materials and data interpretation.

#### 3.1.3 Service

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.

The TGA furnace must be user-serviceable for basic repair and maintenance by user such as replacement of contaminated or broken components/ (furnace protection tubes, thermocouples, sample holders, supporting rods, etc.).

**Complied:** Yes \_\_\_\_\_

The Supplier must provide service and support (remote & on-site) of TGA-FTIR system extending for a period of three (3) additional years after the two (2) year warranty including preventive maintenance visits and calibrations.

**Complied:**    **Yes** \_\_\_\_\_

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 or where service is to be performed:

Location: \_\_\_\_\_

Postal Code: \_\_\_\_\_

**3.1.6 Delivery**

While delivery is requested by March 31 2016, 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 two (2) 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 6.5.3. Contractor Representatives under Part 6, Resulting Contract Clauses.

## 3.2 Section II: Financial Bid

### 3.2.1 Initial Purchase

- a) The Bidder must quote a firm lot price all inclusive of supply, installation, training and manuals, including a two (2) year warranty, maintenance, calibration and support service for a coupled TGA-FTIR as detailed in Annex B.

The quote price must be DDP (Ottawa, Ontario), Incoterms 2010. 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.

- b) Optional Requirement, on an "as and when requested" basis

Additional Years of Maintenance, Calibration and Support for a coupled TGA-FTIR. (Option to Purchase)

Bidder must quote firm all-inclusive yearly prices, DDP Delivery Duty Paid (Ottawa, Ontario), Incoterms 2010 for the extension by three (3) years of all maintenance and calibration service for a coupled TGA-FTIR as required in Annex B, to commence after the expiry of the initial two year warranty purchased under 3.2.1 (a) above. Customs duties are included and Applicable Taxes extra.

### 3.2.1 Exchange Rate Fluctuation

C3011T Exchange Rate Fluctuation (*without protection*) 2013-11-06

## 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.

**Confirm that you have read and understood by checking the: Yes \_\_\_\_\_**

##### 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.

**Included: Yes: \_\_\_\_\_**

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. The Bidder must provide proof of certification of CSA or ULC standard (photocopy of certificate will suffice)

**Complied: Yes \_\_\_\_\_**

6. The bidder must provide, at the date of bid closing, a minimum of two (2) business/companies/societies/organizations (contact names, address, telephone number, e-mail address and instrument purchased by the customer) where the bidder provided and maintained the same instrument as the one proposed in the bid. These customers should ideally work in the field of fossil fuels and bio-fuels. All such referenced systems must be fully operational and must demonstrate that the bidder has a proven track record of supplying, and providing and maintaining similar instrument. Canada will communicate with the clients referenced as part of the bid evaluation process. The bidder acknowledges that failure to comply with such a request, will lead to disqualification of the bidder's proposal from further consideration.

**Complied: Yes \_\_\_\_\_**

#### 4.1.1.1 Mandatory Technical Criteria

See Annex B – Mandatory specifications for a coupled TGA-FTIR.

#### 4.1.2 Financial Evaluation

##### Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP Ottawa, Ontario 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.

#### 4.2 Basis of Selection

|        |   |            |
|--------|---|------------|
| A0031T | Basis of Selection -<br>Mandatory Technical Criteria Only | 2010-08-16 |
|--------|---|------------|

### PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional 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, 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 will render the bid non-responsive or constitute a default under the Contract.

#### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

##### 5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](#), to be given further consideration in the procurement process.

#### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

### **5.2.1 Integrity Provisions – List of Names**

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

### **5.2.2 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 Requirement**

6.1.1 There is no security requirement applicable to this contract.

### **6.2 Requirement**

#### **6.2.1 Requirement**

The Contractor must provide the items detailed under the "Requirement" at Annex "A" – Requirement / Basis of Payment.

##### **6.2.1.1 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least twenty (20) calendar days before the expiry date of the Contract. The option may only be

exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### **6.2.2 Installation**

On-site installation must be provided and be carried out by a qualified service technician.

#### **6.2.3 Manuals**

One complete set of user documentation in English must be supplied.

#### **6.2.4 Training**

On-site user training must be provided for up to three (3) users.

#### **6.2.5 Software Upgrades**

The contractor must provide all software updates and new releases to the purchaser for a period of two (2) years following the acceptance, at no additional cost.

#### **6.2.6 Service**

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.

The Supplier must provide service and support (remote & on-site) of TGA-FTIR system extending for a period of three (3) additional years after the two (2) year warranty including preventive maintenance visits and calibrations.

### **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 (2015-07-03) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

The 2010A (2015-07-03), 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.

The 2010A 09 (2015-07-03), Warranty, sub-article 01 of General Conditions - Goods (Medium Complexity) is amended as follows:

Solicitation No. - N° de l'invitation  
23375-160473/A  
Client Ref. No. - N° de réf. du client  
23375-160473

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv904.23375-160473

Buyer ID - Id de l'acheteur  
pv904  
CCC No./N° CCC - FMS No/N° VME

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Delete: "...12 months..."  
Insert: "...24 months..."

### 6.3.2 Supplemental General Conditions

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:

Francine Frigon  
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: (873) 469-3256  
Facsimile: (819) 956-3814  
E-mail address: francine.frigon@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: ( ) \_\_\_\_\_  
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 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(s), as specified in the contract 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 |
| C2605C | Canadian Customs Duty and Sales Tax                    | 2008-05-12 |
| 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 additional 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 additional 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 4003 (2010-08-16) Licensed Software and 4004 (2013-04-25) Maintenance and Support Services for Licensed Software;
- (c) 2010A (2015-07-03) General Conditions - Goods (Medium Complexity);
- (d) Annex A, Requirement / Basis of Payment;
- (e) Annex B, Mandatory specifications for coupled TGA-FTIR;
- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

## 6.11 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 (Foreign Contractor)  | 2006-06-16 |
| G1005C | Insurance                               | 2008-05-12 |

## 6.12 Shipping Instructions

### 6.12.1 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 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

Natural Resources Canada – II-Mel Fuels has a requirement for the supply and installation of one (1) for a coupled Thermal Gravimetric Analyser – Fourier Transform Infrared Spectrometer (TGA-FTIR) system with training for up to three (3) users including preventive maintenance visits and calibrations in accordance with the mandatory specifications detailed in the Request for Proposal for delivery to Ottawa, Ontario.

| Item   | Description  | Unit of Issue | Quantity | Firm Unit Price DDP (Ottawa, Ontario) |
|--|--|---------------|----------|---------------------------------------|
| 1  | Coupled Thermal Gravimetric Analyser – Fourier Transform Infrared Spectrometer (TGA-FTIR) in accordance with the mandatory specifications detailed at Annex B. | Lot           | 1        | \$ _____                              |
| Three (3) Option Years for the extension of maintenance, calibration and support to commence after the initial (2) year warranty coverage period |  |               |          |                                       |
| 2  | Option Year 1 a firm, all-inclusive yearly price   | Lot           | 1        | \$ _____                              |
| 3  | Option Year 2 a firm, all-inclusive yearly price   | Lot           | 1        | \$ _____                              |
| 4  | Option Year 3 a firm, all-inclusive yearly price   | Lot           | 1        | \$ _____                              |

**ANNEX B**

**MANDATORY SPECIFICATIONS FOR A COUPLED  
THERMAL GRAVIMETRIC ANALYSER – FOURIER TRANSFORM INFRARED SPECTROMETER  
(TGA-FTIR)**

IIG-Met Fuels requires a coupled Thermal Gravimetric Analyser-Fourier Transform Infrared Spectrometer (TGA-FTIR) to perform Research & Development (R&D) work on samples of fossil fuels (coal and coke), bio fuels (raw/processed biomass), combustion residues (chars), blast furnace dusts and sludges.

Such a system with its integrated software package will enable the monitoring/characterization of key weight loss transitions, calculate derivative weight loss profiles during the heating of above mentioned samples from ambient to ~1600°C, perform peak deconvolution/curve fitting, determine sample reactivity under various gas atmospheres and provide evolved gas analysis.

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

| Article #  | Mandatory Specifications and mandatory Technical Criteria   | Reference in Contractors Proposal |
|------------|---|-----------------------------------|
| <b>1.0</b> | The TGA must have the following:  |                                   |
| 1.0a       | High-resolution balance (0.1 – 0.2 ug)  |                                   |
| 1.0b       | Low noise and high stability (<0.1 ug)  |                                   |
| 1.0c       | Low isothermal and dynamic (gas buoyancy effect) drifts (<10ug)   |                                   |
| 1.0d       | Capacity for 35 g of sample   |                                   |
| 1.0e       | Be vacuum-tight (10 <sup>-4</sup> mbar or better).  |                                   |
| 1.0f       | It must come with a temperature calibration sample kit including ALL of the following elements (In, Sn, Bi, Zn, Al, Ag, Au, Ni) from ambient to 1500°C.   |                                   |
|            |   |                                   |
| <b>2.0</b> | The TGA must be able to resist corrosive damage from all of the following reactive atmospheres including both oxidative and reducing gas (N <sub>2</sub> /He/Ar, Air, CO <sub>2</sub> , CO, H <sub>2</sub> ).   |                                   |
|            |   |                                   |
| <b>3.0</b> | The high-performance TGA furnace (SiC elements with working temperature range from 25 to1600°C equipped with Refrigerated Bath chiller) must perform heating and cooling ramps of up to 100°C/min over the entire temperature range.                              |                                   |
| 3.0a       | Must maintain isotherms at T > 1000°C for at least 10 hours.  |                                   |
|            |   |                                   |
| <b>4.0</b> | The TGA must include a software package for data acquisition, data storage with 500 GB to 1 TB capacity and performing data interpretation with intuitive user-interface (icon and menus) performing analysis of TGA-FTIR data under MS WINDOWS operating system. |                                   |
| 4.0a       | Data interpretation must include:   |                                   |
|            | (i) generating derivative profiles and providing transition temperatures.   |                                   |

|             |  |  |
|-------------|--|--|
|             | (ii) peak deconvolution providing percent weight loss and compound evolution rate.   |  |
|             | (iii) quantification by FTIR of evolved gases.   |  |
|             |  |  |
| <b>5.0</b>  | TGA-FTIR system must have the capability of mixing three reactive gases outside TGA using Mass Flow Controllers (MFC) for user to prepare own multi-component gas mixture to perform reactivity trials on samples.   |  |
|             |  |  |
| <b>6.0</b>  | FTIR spectrometer must be in Mid-IR region (the measuring range must be from 500 to 6000 $\text{cm}^{-1}$ (ZnSe windows)   |  |
| <b>6.0a</b> | Resolution must be lower than 2 $\text{cm}^{-1}$   |  |
| 6.0b        | The wave number accuracy must be lower than 0.01 $\text{cm}^{-1}$ with high sensitivity DTGS detector.   |  |
| 6.0c        | Must provide a short, heated coupling interface in 200 to 300°C range for preventing gas condensation between TGA outlet and FTIR analysis cell.   |  |
| 6.0d        | Must include a software package under MS WINDOWS operating system capable of performing routine and complex TGA-FTIR data analysis.  |  |
|             |  |  |
| <b>7.0</b>  | TGA-FTIR must be verified annually to ensure good functioning. Specifically, vendor must provide annual preventive maintenance visits and calibration. Maintenance visits will include complete verification of TG-FTIR system including checks for balance noise and stability, temperature calibration from 25 to 1500C. |  |

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**ANNEX C**

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

| Name  | Position |
|-------|----------|
| _____ | _____    |
| _____ | _____    |
| _____ | _____    |
| _____ | _____    |
| _____ | _____    |