



**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**

**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>Title - Sujet</b> SEM - Scanning Electron Microscope	
<b>Solicitation No. - N° de l'invitation</b> 31184-150293/A	<b>Date</b> 2015-12-15
<b>Client Reference No. - N° de référence du client</b> 31184-150293	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$SPV-940-68632	
<b>File No. - N° de dossier</b> pv940.31184-150293	<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 2016-01-25</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> Hooper, Marlyn	<b>Buyer Id - Id de l'acheteur</b> pv940
<b>Telephone No. - N° de téléphone</b> (613) 219-8478 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<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>	

Solicitation No. - N° de l'invitation  
31184-150293/A  
Client Ref. No. - N° de réf. du client  
31184-150293

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv940.31184-150293

Buyer ID - Id de l'acheteur  
pv940  
CCC No./N° CCC - FMS No/N° VME

---

## **TABLE OF CONTENTS**

### **PART 1 - GENERAL INFORMATION**

- 1.1 Security Requirement
- 1.2 Requirement
- 1.3 Debriefings
- 1.4 Trade Agreements

### **PART 2 - BIDDER INSTRUCTIONS**

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Enquiries - Bid Solicitation
- 2.4 Applicable Laws

### **PART 3 - BID PREPARATION INSTRUCTIONS**

- 3.1 Bid Preparation Instructions

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

- 5.1 Certifications Required with the Bid
- 5.2 Certifications Precedent to Contract Award and Additional Information

### **PART 6 - RESULTING CONTRACT CLAUSES**

- 6.1 Security Requirement
- 6.2 Requirement
- 6.3 Standard Clauses and Conditions
- 6.4 Term of Contract
- 6.5 Authorities
- 6.6 Payment
- 6.7 Invoicing Instructions
- 6.8 Certifications
- 6.9 Applicable Laws
- 6.10 Priority of Documents
- 6.11 SACC Manual Clauses
- 6.12 Shipping Instructions - Delivery at Destination

### **List of Annexes:**

- Annex A Requirement / Basis of Payment
- Annex B Mandatory Specification for a Scanning Electron Microscope
- Annex B-1 Point Rated Criteria
- Annex C Complete List of Directors

## 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 additional accessories under the same terms and conditions and at the prices stated in at Annex A. 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 Services and Procurement 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

#### 2.1.1 SACC Manual Clauses

B1000T Condition of Material

2014-06-26

## **2.2 Submission of Bids**

Bids must be submitted only to Public Services and Procurement Canada (PSPC) 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:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process

[Policy on Green Procurement](#)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html> ). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of 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:

### 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 five (5) 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.,

---

---

---

### 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.

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.

---

---

Solicitation No. - N° de l'invitation  
31184-150293/A  
Client Ref. No. - N° de réf. du client  
31184-150293

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv940.31184-150293

Buyer ID - Id de l'acheteur  
pv940  
CCC No./N° CCC - FMS No/N° VME

- 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 must be no later than 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 one 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.

### 3.1.8 Contacts

Bidders are requested to provide the following: Information pertaining to Article 6.5.5 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, training, warranty and manuals, DDP (Ottawa, Ontario), 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 optional items. If the bidder fails to quote a firm unit price for each of the optional items, 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.

**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).

#### **4.1.1.1 Mandatory Technical Criteria**

See Annex B - Mandatory Specification for a Scanning Electron Microscope

#### **4.1.1.2 Point Rated Technical Criteria**

See Annex B-1 – Point Rated Technical Criteria

### **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.

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 items.

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price**

**4.2.1.1** To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation; and
- b) meet all mandatory criteria; and

**4.2.1.2** Bids not meeting (a) or (b) will be declared non-responsive.

**4.2.1.3** The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 75% for the technical merit and 25% for the price.



**4.2.1.4** To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 75%.

**4.2.1.5** To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 25%.

**4.2.1.6** For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

**4.2.1.7** Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 75/25 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000.00.

		Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>		88/100	75/100	77/100
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000
<b>Calculations</b>	<b>Technical Merit Score</b>	$88/100 \times 75 = 66$	$75/100 \times 75 = 56.25$	$77/100 \times 75 = 57.75$
	<b>Pricing Score</b>	$45/55 \times 25 = 20$	$45/50 \times 25 = 22.5$	$45/45 \times 25 = 25$
<b>Combined Rating</b>		86	78.75	82.75
<b>Overall Rating</b>		1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>

## 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 "Annex A".

#### **6.2.2 Optional Requirement**

The Contractor grants to Canada the irrevocable option to purchase additional accessories under the same terms and conditions and at the prices stated in Annex A. 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 one (1) year after contract award by sending a written notice to the Contractor.

#### **6.2.3 Installation**

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

#### **6.2.4 Manuals**

User Manual in English must be supplied. One (1) hard and one (1) soft copy. One (1) copy in French if available.

#### **6.2.5 Training**

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

#### **6.2.6 Software Upgrades**

The contractor must provide all software updates and new releases to the purchaser for a period of one (1) year following the acceptance, at no additional cost.

#### **6.2.7 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.

### **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 Services and Procurement Canada .

#### **6.3.1 General Conditions**

2010A (2015-09-03) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Subsection 9 of 2010A (2014-09-25) General Conditions - Goods or Services, is amended as follows:

Delete: Subsection 9 in its 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 one (1) year 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 (2015-09-03), 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.

### 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 Services and Procurement Canada  
Acquisitions Branch  
Commercial Consumer Products Directorate  
11 Laurier Street, 6A2, Phase III  
Place du Portage, Gatineau, Quebec, K1A 0S5

Telephone: (613) 219-8478  
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.

Solicitation No. - N° de l'invitation  
31184-150293/A  
Client Ref. No. - N° de réf. du client  
31184-150293

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv940.31184-150293

Buyer ID - Id de l'acheteur  
pv940  
CCC No./N° CCC - FMS No/N° VME

#### 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 NRC Procurement Authority *(to be filled in only at contract award)*

The NRC Procurement Authority for the Contract is:

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

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

#### 6.5.4 Accounts Payable Contact:

Name: Janis Bigras  
Telephone: 613-993-1158  
E-mail address: [Janis.bigras@cnrc-nrc.gc.ca](mailto:Janis.bigras@cnrc-nrc.gc.ca)

#### 6.5.5 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: \_\_\_\_\_



## 6.9 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 (2015-09-03) General Conditions - Goods (Medium Complexity);
- (f) Annex A, Requirement / Basis of Payment;
- (g) Annex B, Mandatory Specification for a Scanning Electron Microscope;
- (h) 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.



## ANNEX A

### REQUIREMENT / BASIS OF PAYMENT

The National Research Council has a requirement for the supply and installation of one (1) Scanning Electron Microscope (SEM) with on-site training for up to five (5) users. The requirement also includes an irrevocable option to purchase additional accessories detailed at Annex A within one (1) year after contract award.

Complete detailed specifications are identified at Annex B.  
Delivered is required by March 31, 2016 to Ottawa, Ontario

#### Original Requirement

Item	Description	Unit of Issue	Qty	Firm Lot Price
1	Scanning Electron Microscope (SEM) including installation, training for up to five (5) users, one (1) year warranty and manuals. in accordance with the mandatory specifications detailed in Annex B.	Lot	1	\$ _____

#### Optional Accessories

**Note:** all options must include software licenses required for the instrument control computer and unlimited licenses for data analysis on other workstations

Item	Description	Unit of Issue	Qty	Firm Lot Price
1	Energy Dispersive X-Ray Spectrometer (EDS); Must offer LN2-free high-resolution. Must provide a comprehensive microanalysis suite including qualitative and quantitative analysis, automatic element identification; elemental range must be B to Pu	Lot	1	\$ _____
2	Scanning Transmission Electron Microscopy (STEM) detector including software for control, data acquisition and analysis. 1kV to 30kV operation; Bright field, LAADF, MAADF & HAADF detector segments; Motorised insertion & retraction	Lot	1	\$ _____
3	Topographic Detector (secondary electrons) in variable pressure mode	Lot	1	\$ _____
4	Cathodoluminescence detector	Lot	1	\$ _____
5	3D Reconstruction and Surface Roughness Measurements	Lot	1	\$ _____

**ANNEX B**

**MANDATORY SPECIFICATIONS**

**Scanning Electron Microscope**

**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.**

Mandatory			
#	Specification	Detail	Reference in contractor proposal
	Hardware		
1	Imaging Detectors: the instrument must include both a Everhart-Thornley secondary electron and a backscattered electron detectors		
2	Instrument pressure: the instrument must include the ability to operate the sample chamber in high-vacuum and in variable-pressure modes of operation	For High vacuum mode, capable of achieving 10 <sup>-4</sup> Pa or lower	
3	Failsafe systems	Vacuum, power, heat/cooling	
4	Beam blanking	Automatic	
5	The SEM must have the following specimen holders:	12.5mm (diameter) stub; 25mm (diameter) stub	
6	Cooling of complete system components	Air-cooled	
7	Electrical Supply	AC 110/220V, 1ph	

8	Control knobs	Mag, focus, Brightness/Contrast, image shift, stigmation, +2 user-defined	
9	Options 1-5 must be available as add-ons	Base instrument must be upgradable with those options at customer's location	
10	Integration of accessory (Options) instruments	Available through the SEM PC	
11	Table/bench	Suitable table/bench to allow achievement of performance specification	
	Computer & Software		
12	Instrument control, data acquisition and analysis computer. Must meet or exceed the following specifications:	Intel 3 GHz processor, 500GB hard disk, 4 GB DDR3 RAM (expandable to 16GB), mirror backup of the computer system	
13	Flat LCD Monitor must meet or exceed	24" widescreen with native resolution of 1980 by 1080 pixel resolution	
14	Keyboard, mouse		
15	Operating System	Windows 7 or higher	
16	Instrument control, data acquisition and analysis <b>software</b>	License for instrument computer and unlimited licenses for data analysis on other workstations	
17	Minimum image formats	BMP, TIFF, JPG	
18	Scanning speeds must include fast, slow		
19	Video Formats	NTSC signal or video capture	
20	Image management system	Integrated database	
21	Automated report generation	Integrated with Microsoft Office	
22	Supports the full range of industry standard signal acquisition, signal/image processing and file handling and reporting capabilities		
23	Live Stereo view		

24	The software controlling the operation of the instrument must provide on line user guidance		
	Performance		
25	Previous installations of similar scope and complexity	The proposed equipment must have been installed at a minimum of 5 customer sites. 3 references to be provided upon request.	
26	Proof of performance	Must provide proof of instrument performance as part of on-site installation	
	Service & Maintenance		
27	Filament replacement	Must be user replaceable	
28	Column cleaning	Must be user serviceable	
29	Column aperture cleaning/replacement	Must be user serviceable	
30	Column/aperture cleaning interval	1 year typical	
31	Routine spare parts and maintenance tools kit	Minimum 1 complete kit	
32	Spare filaments	Minimum 5	
33	Installation	On-site installation must be included	
	Compliance		
34	Electrical certification for use in Canada	Certified by an authorized organization	

## ANNEX B-1

### POINT RATED CRITERIA

Point Rated Criteria							
#	Specification	Detail	Max PTS (10)	Mid PTS (7)	Min PTS (5)	Does not pass (0)	Reference in contractor proposal
R-1	Accelerating voltage: the instrument must include the ability to vary the accelerating voltage of the electron beam to facilitate imaging of samples of diverse composition	Minimum adjustable accelerating voltage	500V or less		500-750V	Greater than 750V	
R-2		Maximum adjustable accelerating voltage	30,000 V or more	Between 20,000V and 30,000V		Below 20,000V	
R-3	Voltage steps: the instrument must offer multiple steps of adjustment of the accelerating voltage	Number of voltage steps available	150 or more	Between 100-150	Between 40-100	Less than 40	
R-4	Beam alignment		Automatic		Manual		
R-5	Microscope resolution (in high vacuum operation mode): the microscope must have (SE)	Ultimate instrument resolution	2 nm ≤ resolution	2 nm < resolution ≤ 4 nm	4nm < resolution ≤ 6 nm	6nm < resolution	
R-6		Low voltage resolution (3 kV accelerating voltage)	6 nm ≤ resolution	6 nm < resolution ≤ 8 nm	8 nm < resolution ≤ 10 nm	10nm < resolution	
R-7		Low voltage resolution (1.5 kV accelerating voltage)	8 nm ≤ resolution	8 nm < resolution ≤ 12 nm	12 nm < resolution ≤ 16 nm	16nm < resolution	

R-8	Microscope resolution in variable pressure operation mode (SE)	Ultimate instrument resolution	3 nm ≤ resolution	3 nm < resolution ≤ 6 nm	6 nm < resolution ≤ 10 nm	10nm < resolution	
R-9	Microscope ultimate resolution (BSE)	High vacuum mode	4 nm ≤ resolution	4 nm < resolution ≤ 6 nm	6 nm < resolution ≤ 8 nm	8 nm < resolution	
R-10		Variable pressure operation	10 nm ≤ resolution	10 nm < resolution ≤ 15 nm	15 nm < resolution ≤ 20 nm	20nm < resolution	
R-11	Magnification: the instrument must be capable of delivering a range of adjustable levels of magnification (as determined based on a 4"x5" photographic reference)	Minimum magnification factor	5x or less	5x to 10x	10x to 20x	Greater than 20x	
R-12		Maximum magnification factor	300,000x or greater	250,000-300,000x	200,000-250,000x	Less than 200,000x	
R-13	Magnification steps: the instrument must offer multiple steps of adjustment of the image magnification	Number of magnification steps	150 or greater	100 -149		Less than 100	
R-14	Image capture resolution		5120x3840 pixels or more	from 4096x3072 to 5120x3840 pixels		Less than 4096x3072 pixels	
R-15	Auto Image Adjust		Auto focus, auto stigmator, auto brightness, auto contrast		Manual image adjust		

R-16	Specimen size: The instrument must be capable of accommodating sample specimens of varying dimension and shape for analysis	Maximum Specimen Diameter	200mm or larger	150-199mm	100-149mm	Less than 100mm	
R-17	Specimen height: the instrument must be capable of accommodating sample specimens of varying height.	Maximum specimen height	70mm or larger	50-69mm	30-49mm	Less than 30mm	
R-18	Specimen movement control: the instrument must have a mechanism of moving the specimen inside the imaging chamber	Mechanism of sample movement	software/computer controlled		Manually controlled		
R-19	Specimen movement ranges: The instrument must be capable of moving the specimen along multiple independent degrees of freedom	X axis maximum displacement	75mm or greater	Between 50-74 mm		Less than 50 mm	
R-20		Y axis maximum displacement	50mm or greater	Between 25-49 mm		Less than 25 mm	
R-21		Z axis maximum displacement	50mm or greater	Between 25-49 mm		Less than 25 mm	
R-22		Rotation (eucentric)	Full 360° rotation		0° < rotation < 360°	No specimen rotation	
R-23		Tilt displacement range (eucentric)	>=110°	>=90°	>=45°	No tilt	
R-24	Primary vacuum pump		Oil-free pump		Oil-based pump		
R-25	High vacuum pump		Turbomolecular pump		Diffusion pump		
R-26	Vacuum sequencing		Automated		Manual		
R-27	Variable pressure working range	Lower working pressure limit	<= 10 Pa	11-20 Pa	21-30 Pa	>31 Pa	
R-28		Upper working pressure limit	>= 500 Pa	200-499 Pa	100-199 Pa	<99 Pa	

R-29	Variable pressure adjustment		Automated/ computer- controlled		Manual		
R-30	Variable pressure imaging		All imaging modes available		Not all imaging modes available		
R-31	Filament		Pre-centered tungsten filament		Service call needed		
R-32	Demonstrated achievable filament life		300 hrs	200-300 hrs	150-200 hrs	Less than 150 hrs	
R-33	Accessory/expansion ports	Accessory ports	>=6	3-5	1-3	no ports	
R-34	Service engineer must be located in Canada	Distance of service engineer from Ottawa	0-250 km		251-500 km	> 501 km	



Solicitation No. - N° de l'invitation  
31184-150293/A  
Client Ref. No. - N° de réf. du client  
31184-150293

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv940.31184-150293

Buyer ID - Id de 'acheteur  
pv940  
CCC No./N° CCC - FMS No/N° VME

**ANNEX C**

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

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