



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

**Public Works and Government Services / Travaux
publics et services gouvernementaux**
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067

**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

Public Works and Government Services / Travaux publics
et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

Title - Sujet Dynamic Light Scattering Instrument	
Solicitation No. - N° de l'invitation W0114-165235/A	Date 2016-09-15
Client Reference No. - N° de référence du client W0114-16-5235	
GETS Reference No. - N° de référence de SEAG PW-\$KIN-710-6997	
File No. - N° de dossier KIN-5-44130 (710)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-10-27	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Dunphy, Ken	Buyer Id - Id de l'acheteur kin710
Telephone No. - N° de téléphone (613) 449-5116 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFB Kingston 5 SOMME AVE, Bldg C-36 KINGSTON Ontario K7K7B4 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Requirement

The requirement is detailed under Article 6.2 of the resulting contract clauses.

1.2 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.

1.3 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 (2016-04-04) 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: 60 days

Insert: 120 days

2.1.1 SACC Manual Clauses

B1000T (2014-06-26) Condition of material - Bid

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 5 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 (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (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.

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 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

Bidders must submit the certifications and additional information 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

Should any of the following Mandatory Requirements not be met the bid will be considered as non-compliant and shall not be given any further consideration.

4.1.1.2 The Bidder must submit technical specifications for the proposed model that clearly demonstrates they meet each of the mandatory performance criteria specified in Annex A, Requirement, Part 4, Instrument specifications.

4.1.2 Financial Evaluation

4.1.2.1 The Bidder must submit its offer in accordance with Annex B, Basis of Payment, Pricing Basis A and Pricing Basis B.

4.1.2.2 Bidders are referred to Annex E, Canada Foundation for Innovation for information about the research infrastructure program, and the definitions of the terms applied in 4.1.2.3 of the financial evaluation.

4.1.2.3 For Annex B, Basis of Payment, Pricing Basis A, the Normal Educational Price (item D) will be calculated by taking the List Price (item A) less the Normal Discount (item B) less Educational Discount (item C).

The evaluated price for Pricing Basis A is the Net Selling Price (item F) which is equal to the Normal Educational Price (item D) less in-kind contribution (item E).

The percentage in-kind contribution (item G) will be calculated by taking the in-kind contribution (item E) divided by the Normal Educational Price (item D).

The following is provided for example purposes only:

A. List Price	\$100.00
B. Less: normal discount	(\$ 5.00)
C. Less: educational discount	(\$ 10.00)
D. Price after normal and educational discounts (Normal Educational Price)	\$ 85.00
E. Less: in-kind contribution	(\$ 17.00)
F. Net selling price	\$ 68.00
G. Percentage in-kind contribution	20.00%

4.1.2.4 For Annex B, Basis of Payment, Pricing Basis B, the evaluated price is the sum of the Firm Unit prices for years 1 through 5 inclusive.

4.1.2.5 The total Evaluated Price is equal to the evaluated price from Pricing Basis A plus the evaluated price from Pricing Basis B.

4.1.2.6 SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

4.2 Basis of Selection

SACC Manual Clause [A0031T](#) (2010-08-16), Basis of Selection – Mandatory Technical Criteria

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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, 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 – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website. (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

5.2.3 OEM Certification

(a) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared nonresponsive.

(b) If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.

(c) For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware and on all accompanying documentation.

5.2.4 Software Publisher Certification and Software Publisher Authorization

(a) If the Bidder is the Software Publisher for any of the proprietary software products it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

(b) Any Bidder that is not the Software Publisher of all the proprietary software products proposed in its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software

Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

(c) In this bid solicitation, "Software Publisher" means the owner of the copyright in any software products proposed in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

5.2.5 Canada Foundation for Innovation Certification

The following attestation must be included by the Bidder in the RFP response:

I hereby certify that the pricing information provided in this bid is in line with the definitions provided in Annex E, Canada Foundation for Innovation, and that this information is accurate as supported by current practices and conditions.

Bidder signature

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 Requirement at Annex "A".

6.2.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A, Requirement item 5 Equipment Support, Maintenance and Software Upgrades and Annex B, Basis of Payment Pricing Basis B – Optional Goods and Services of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before December 23, 2018 by sending a written notice to the Contractor.

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](#) (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Warranty subsection 9.1 of 2010A, General Conditions - Goods (Medium Complexity), is amended as follows:

Delete: 12 months
Insert: 24 months

6.3.2 Supplemental General Conditions

[4001](#) (2015-04-01), Hardware Purchase, Lease and Maintenance, and
[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.

6.3.3 Intellectual Property Infringement and Royalties

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.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to December 23, 2018 inclusive.

6.4.2 Delivery Date

All the deliverables must be received on or before December 23, 2016.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Ken Dunphy
Title: Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Ontario Region
Address: 86 Clarence St. 2nd floor
Telephone: (613) 545-8060
Facsimile: (613) 545-8067
E-mail address: Ken.Dunphy@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 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment – Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex B for a cost of \$ _____ (*insert the amount 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 Limitation of Price

SACC Manual clause [C6000C](#) (2011-05-16) Limitation of Price

6.6.3 Single Payment (Pricing Basis A)

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment

6.6.4 Advance Payments (Pricing Basis B)

SACC Manual clause [H3028C](#) (2010-01-11) Advance Payments

6.6.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

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 and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____.

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
4001 (2015-04-01) Hardware Purchase, Lease and Maintenance;
4003 (2010-08-16) Licensed Software and;
4004 (2013-04-25), Maintenance and Support Services for Licensed Software;
- (c) the general conditions 2010A (2016-04-04), General Conditions - Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Electronic Payment Instruments;
- (g) Annex D, Bidders Forms;
- (h) Annex E, Canada Foundation for Innovation;
- (i) the Contractor's bid dated _____

6.11 SACC Manual Clause

SACC Manual clause B1501C (2006-06-16) Electrical Equipment
SACC Manual clause A9062C (2011-05-16) Canadian Forces Site Regulations
SACC Manual clause G1005C (2016-01-28) Insurance - No Specific Requirement

6.12 Hardware

With respect to the provisions of Supplemental General Conditions 4001:

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	[Yes]
Delivery Location and Installation Site	<i>As per Annex "A", Requirement</i>
Contractor must deliver Hardware Documentation	[Yes]
Language of Hardware Documentation	English
Contractor must Install Hardware at time of Delivery	[Yes]
Hardware Warranty Period	<i>Two years after acceptance of the deliverables. The guarantee applies to all the components of the device.</i>

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Class of Maintenance Service	<i>On-Site Maintenance Service The required technical support is by telephone or by internet.</i>
Toll-free Telephone Number for Maintenance Service	<i>{to be completed with information from the Contractor at time of award}</i>
Website for Maintenance Service	<i>{to be completed with information from the Contractor at time of award}</i>

ANNEX "A"

REQUIREMENT

The Department of Chemistry & Chemical Engineering at the Royal Military College of Canada requires the supply, delivery, set-up and training of staff on one dynamic light scattering instrument. The Dynamic Light Scattering instrument will be used for the characterization of the polymer association in solution at the nano and micro scale in liquid for optimization of novel catalysts for fuel cell application, for the study of the confinement effect on reaction rates for environmentally friendly synthesis and development of nanoscale vessels for targeted drug delivery applications as detailed below.

1) Rationale

The emerging field of nanotechnology has been recognized as the key significance in science and technology. Our research focuses on nanotechnology namely on the development of new nanomaterials for application in drug delivery, improving fuel cell durability and efficiency and developing new methods for environmentally friendly synthesis within nanotemplates. The nanostructures developed in our laboratory are stable only in solution. Therefore the possibility offered by a characterization in situ of the size dependence of the nanomaterial as a function of its environment (pH, temperature, ionic strength) will allow the development of new materials for tailored applications. The experiments will be conducted on fragile biomaterials as well as metal nanoclusters and demands an instrument able to characterize a broad range of materials.

2) Equipment description and use

The Department of Chemistry & Chemical Engineering at the Royal Military College of Canada requires the supply, delivery, set-up and training of staff on one dynamic light scattering instrument. The Dynamic Light Scattering instrument will be used for the characterization of the polymer association in solution at the nano and micro scale in liquid for optimization of novel catalysts for fuel cell application, for the study of the confinement effect on reaction rates for environmentally friendly synthesis and development of nanoscale vessels for targeted drug delivery applications.

The instrument will provide the ideal solution to characterize both the size and stability of the polymeric structure from 1nm to few microns. The study of the stability of the different systems of interest is crucial for example in application for targeted drug delivery for cancer treatment applications or in fuel cells as the pH or the environment is key to the development of such system. The dynamic light scattering technique will allow this characterization within a few minutes and has been used successfully for these purposes.

The different technical characteristics essential for the instrument sought are:

- Three measurement angles (two plus one backscatter)
- Molecular weight range 1 kDa to 1 MDa
- High laser power (>30 mW)
- Measurement repeatability
- Accuracy on Zeta Potential measurements,
- Gentle Zeta Potential measurements
- Broad Zeta Potential range
- Wide temperature range and stability
- Precise digital correlator
- Accurate fit algorithm for size distribution
- True Phase Analysis Light Scattering measurements for repeated measurements on fragile assembly and biological samples such as proteins, RNA, self-assembly of polymers, samples of high salinity (effect of ionic strength I and high viscosity).
- Doppler velocimetry for high mobility
- Instrument needs to be compact (benchtop)
- Good scientific support
- Low cost of ownership which includes use of generic disposable or multiuse sample holders, that can be obtained from different suppliers.
- Software needed to operate the instrument should be compatible with either windows 7, linux or mac OS X10 operating systems.

3) Description of the different essential technical characteristics

The different necessary operating modes are described below:

a) Particle measurements:

- Range of measurements: <1nm- 50 μ m
- Precision of +/-1% for size measurements
- >170° backscatter angle for nanomaterials under 20 nm
- 90° angle for optimal size measurements

Temperature range from -5°C to 90°C to cover the range of temperatures for the specific applications listed in (1)

Temperature stability 0.1°C

pH range from pH2 to pH12

Autotitrator to adjust the pH while performing pH dependent size measurements analysis

Digital correlator

- >100 linearly-spaced channels (user-defined spacing)
- Dynamic range: from 100 ns to >1,000 seconds.

Sample cells

- Volume ranging from 10 µl to 1ml
- Shape: square and round
- Material: plastic and glass

Ability to measure changes in size of aggregation with time, temperature and time/temperature combined

Dust Filtering algorithm: ability to set rejection limits to remove data points during data collection

b) Zeta Potential measurements:

Range of measurements: 1nm- 50µm

15° angle for optimal zeta potential measurements

Temperature range from -5°C to 90°C to cover the range of temperatures for the specific applications listed in (1)

pH range from pH2 to pH12

Life time electrode

True Phase Analysis Light Scattering measurements for repeated measurements on fragile assembly and biological samples such as proteins, RNA, self-assembly of polymers, samples of high salinity (effect of ionic strength) and high viscosity.

Reusable electrode without proprietary cells, can be used with non-specific disposable cell for cost effective experiments.

Low voltage (2 volts) to avoid sample denaturation.

Avalanche Photodiode (APD) detector for high sensitivity.

Built-in pH meter with calibration software (range of pH 2 to 12).

Isoelectric point determination capability.

Automatic compensation for thermal drifting and particle sedimentation effects.

c) Data analysis:

Reproducible and accurate within the acceptable error defined in particle measurement precision section

Easy to use and reliable software and instrument-user interface. Easy to use is defined as not requiring training of the end users for more than a day on all the technical characteristics.

d) Scientific support:

Includes support to scientific issues with the instrument (within a week of contact). Scientific issues may include (but are not limited to) reproducibility of the results, handling delicate samples (mainly biological samples with weak interactions), accuracy of the results, issues with autotitrator.

Full telephone and email support and unscheduled maintenance in case of technical/software problem during the two year warranty period.

Full telephone and email support after the warranty period

e) Space and power requirement:

The three angles of measurements must be provided within one compact instrument

Size of instrument less than: W 60cm x L 60cm x H 30cm

Standard 15 A and 20 A 110V electrical plugs

f) Delivery, Installation and Training;

Instrument to be delivered on-site by December 23, 2016.

Full installation and a one-day operational training session in English for up to six people after installation must be conducted by a qualified person and completed within two weeks of delivery of the unit. Training will take place at RMC and will include electronic copies of training materials in English.

All required equipment needed for installation must be included in the price and supplied by the company

All labour, delivery, installation and travel costs must be included in the price.

4) Instrument specifications

The following technical aspects, operating modes and specifications are essential for the DLS Instrument. All specified values are mandatory for the applications detailed above.

Specifications	Value
Particle measurements	Range of measurements: <1nm- 50µm
	Precision of +/-1% for size measurements
	>170° backscatter angle for nanomaterials under 20 nm
	90° angle for optimal size measurements
	Temperature range from -5°C to 90°C to cover the range of temperatures for the specific applications listed in (1)
	Temperature stability 0.1°C
	pH range from pH2 to pH12
	Autotitrator to adjust the pH while performing pH dependent size measurements analysis
	Digital correlator (as described in (3))
	Sample cells (as described in (3))
	Ability to measure changes in size of aggregation with time, temperature and time/temperature combined
	Dust Filtering algorithm
Zeta Potential measurements	Range of measurements: 1nm- 50µm
	15° angle for optimal zeta potential measurements
	Temperature range from -5°C to 90°C to cover the range of temperatures for the specific applications listed in (1)
	pH range from pH2 to pH12
	Life time electrode
	True Phase Analysis Light Scattering measurements for repeated measurements on fragile assembly and biological samples such as proteins, RNA, self-assembly of polymers, samples of high salinity (effect of ionic strength) and high viscosity.
	Reusable electrode without proprietary cells, can be used with non-specific disposable cell for cost effective experiments.
	Low voltage (2 volts) to avoid sample denaturation
	Avalanche Photodiode (APD) detector for high sensitivity
	Built-in pH meter with calibration software (range of pH 2 to 12)
	Isoelectric point determination capability
	Automatic compensation for thermal drifting and particle sedimentation effects
Training	Training for maximum of 6 people on all provided equipment/software

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5) Equipment Support, Maintenance and Software Upgrades

The Contractor will provide extended warranty and service at the end of the 2 year warranty period. Service includes software upgrades, maintenance and repairs as required throughout the extended period of the contract as well as annual check-up including clean-up of all components and recalibration of the unit at the end of each year for the duration of the contract.

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ANNEX "B"

BASIS OF PAYMENT

All information in italics will be removed from any resultant contract.

All prices are in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

Pricing Basis A

Model proposed _____ in accordance with Annex A, Requirement for the supply of quantity 1 Dynamic Light Scattering Instrument.

A. List Price	\$ _____
B. Less: normal discount	\$ _____
C. Less: educational discount	\$ _____
D. Price after normal and educational discounts (Normal Educational Price) (A - B - C)	\$ _____
E. Less: in-kind contribution	\$ _____
F. Net selling price (D - E)	\$ _____
G. Percentage in-kind contribution (E ÷ D)	_____ %

Pricing Basis B – Optional Goods and Services

Equipment Support, Maintenance and Software Upgrades:

Includes, extended warranty and service at the end of the 2 year warranty period.

- Year 1: December 24, 2018 to December 23, 2019
- Year 2: December 24, 2019 to December 23, 2020
- Year 3: December 24, 2020 to December 23, 2021
- Year 4: December 24, 2021 to December 23, 2022
- Year 5: December 24, 2022 to December 23, 2023

DESCRIPTION	Quantity (QTY)	Year 1 Firm Unit Price (\$)	Year 2 Firm Unit Price (\$)	Year 3 Firm Unit Price (\$)	Year 4 Firm Unit Price (\$)	Year 5 Firm Unit Price (\$)	Extended Price
Equipment Support, Maintenance and Software Upgrades which includes; Software updates Annual check-up including clean-up of all components and recalibration of the unit at the end of each year for the duration of the contract Extension of the warranty	1						
						Total	

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ANNEX “C” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)

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ANNEX "D"

BIDDER FORMS

Form 1

Software Publisher Authorization Form

(to be used where the Bidder itself is the Software Publisher)

The Bidder certifies that they are the software publisher of all the following software products and components and that it has all the rights necessary to license them (and any nonproprietary sub-components incorporated into the software) on a royalty-free basis to Canada:

List of all Software Products

[Bidder should add or remove lines as needed.]

Note: "Software Publisher" means the owner of the copyright in any software included in the Contract, who has the right to license (and authorize others to license/sub-license) its software products.

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Form 2

Software Publisher Authorization Form
(to be used where the Bidder is not the Software Publisher)

This confirms that the software publisher identified below has authorized the Bidder named below to license its proprietary software products under any contract identified below. The software publisher acknowledges that no shrink-wrap or click-wrap or other terms and conditions will apply, and that the contract (as amended from time to time by its parties) will represent the entire agreement, including with respect to the license of the software products of the software publisher listed below. The software publisher further acknowledges that, if the method of delivery (such as download) requires a user to "click through" or otherwise acknowledge the application of terms and conditions not included in the contract, those terms and conditions do not apply to Canada's use of the software products of the software publisher listed below, despite the user clicking "I accept" or signalling in any other way agreement with the additional terms and conditions.

This authorization applies to the following software products:

[Bidder should add or remove lines as needed.]

Name of Software Publisher (SP) _____

Signature of authorized signatory of SP _____

Print Name of authorized signatory of SP _____

Print Title of authorized signatory of SP _____

Address for authorized signatory of SP _____

Telephone no. for authorized signatory of SP _____

Fax no. for authorized signatory of SP _____

Date signed _____

Contract Number _____

Name of Contractor _____

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Form 3

OEM Certification Form

This confirms that the original equipment manufacturer (OEM) identified below has authorization the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below:

Name of OEM _____

Signature of authorized signatory of OEM _____

Print Name of authorized signatory of OEM _____

Print Title of authorized signatory of OEM _____

Address for authorized signatory of OEM _____

Telephone no. for authorized signatory of OEM _____

Fax no. for authorized signatory of OEM _____

Date signed _____

Solicitation Number _____

Name of Bidder _____

ANNEX "E"

CANADA FOUNDATION FOR INNOVATION

The Canada Foundation for Innovation (CFI) was created by the Government of Canada in 1997 to fund research infrastructure. The CFI's mandate is to enhance the capacity of Canadian universities, colleges, research hospitals, and non-profit research institutions to carry out world-class research and technology development that benefits Canadians. To achieve its mandate, the CFI invests in research infrastructure jointly with institutions and their funding partners.

The CFI provides funding up to 40 percent of the total eligible cost of the infrastructure projects it supports and the Province of Ontario also funds up to 40 percent of the total eligible costs; Combined, the CFI and the province provide funding up to a maximum of 80 percent. The remaining 20 percent or more must be contributed by the institution (Department of National Defence Royal Military College) and other eligible funding partners.

Voluntary in-kind contributions from responding suppliers will be recognized as eligible partner funding. This type of contribution may be given by the responding suppliers when an item is sold to the institution below the "normal educational price."

In their response to the RFP, respondents must provide a breakdown of the price including the list price, the normal and educational discounts, the normal educational price, the amount of in-kind contribution (if any) and the net selling price. To help ensure uniform interpretation and accuracy of the pricing information, the following definitions are provided:

Normal discount:

A discount normally offered to the institution, taking into consideration factors such as the institution's current volume of transactions and location. A discount for early settlement or for settlement in cash is considered to be a normal discount.

Educational discount:

A discount offered to the institution due to its educational status.

Normal educational price:

The price that would normally have been charged to the institution after normal and educational discounts, but prior to any discount offered as a contribution towards the CFI-funded purchase or project.

In-kind contribution:

A non-monetary resource that an external partner offers as a contribution towards a CFI-funded project. It may include the value, in whole or in part, of eligible capital items (i.e. equipment, accessories/options and software), or non-capital items (i.e. extended warranties, delivery, installation and training) that are needed to bring the infrastructure into service. The in-kind contribution is equal to the normal educational price, less the net selling price (if any).

Net selling price:

The cash consideration payable by the institution.

The institution values and appreciates in-kind contributions offered by respondents. This RFP provides an opportunity for the supplier community to contribute to this project. Without the primary funding from the CFI and the province, this RFP opportunity would not be possible. It is not mandated that respondents provide an in-kind contribution. Respondents' in-kind contributions are voluntary. In-kind contributions (if any) will be taken into consideration in the bid evaluation as they are an element of the net selling price.

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The objective of this RFP is to select the best supplier that meets the desired technical requirements. It is the intent of the institution to select a supplier that offers the best value solution and quality equipment to ensure the success of this project.

Note that the normal educational price and the in-kind contribution may be reviewed for reasonableness. It is also possible that the CFI will audit this information. Respondents should ensure that they provide accurate pricing information in line with the definitions provided above. The CFI does not endorse the procurement of infrastructure that results in an overestimation of the value of the item and of the in-kind contribution.