



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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
11 Laurier St./ 11 rue, Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> Benzene Analyzer	
<b>Solicitation No. - N° de l'invitation</b> 23145-170582/A	<b>Date</b> 2016-11-30
<b>Client Reference No. - N° de référence du client</b> 23145-170582	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PV-926-71982	
<b>File No. - N° de dossier</b> pv926.23145-170582	<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 2017-01-10</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> Buller, Julie	<b>Buyer Id - Id de l'acheteur</b> pv926
<b>Telephone No. - N° de téléphone</b> (873) 469-3237 ( )	<b>FAX No. - N° de FAX</b> (819) 956-3814
<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**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

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

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

The requirement is detailed under Annex "A".

### **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 of 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 World Trade Organization Agreement on Government Procurement (WTO-AGP), 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:           sixty (60) days  
Insert:            ninety (90) days

#### **2.1.1 SACC Manual Clauses**

SACC Manual clause [B1000T](#) (2014-06-26) Condition of Material

### **2.2 Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

**Bid Receiving - PWGSC**  
Place du Portage, Phase III, Tower B  
11 Laurier Street  
Gatineau, Quebec  
For couriers: J8X 4A6

Solicitation No. - N° de l'invitation  
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pv926  
CCC No./N° CCC - FMS No/N° VME

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For regular mail: K1A 0S5

Telephone: (819) 956-3370  
Fax No.: (819) 997-9776

The above address is for the sole purpose of bid submission. No other communications are to be forwarded to this address.

No proposal shall be sent directly to the PWGSC Contracting Authority. Proposals sent directly to the PWGSC Contracting Authority will not be considered.

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

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

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid (two (2) hard copies)

Section II: Financial Bid (one (1) hard copy)

Section III: Certifications (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) (<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

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The technical bid consists of the following:

- (a) **Supporting Technical documentation:** Technical brochures or technical data and or user manual to demonstrate compliancy to the requirement as described in Annex "A".
- (b) **Installation Plan:** Bidders should include an installation plan, which must demonstrate that the Bidder's installation plan meets all the mandatory requirements for installation described Annex "A".
- (c) **Description of the Bidder's Maintenance and Support Services:** Bidders should include a description of its warranty, maintenance and support services, which must be consistent with all the requirements described in Annex "A". At a minimum, Bidders should include the following:
  - (i) Location of available service facilities (after sales service and repair). List the service facilities closest to the destination.
  - (ii) Locations of available replacement parts from consumables to major components.
  - (iii) 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).
  - (iv) List the frequency of routine maintenance visits provided by a qualified service technician during the warranty period, if applicable and included in the price.

(d) **Contacts**

Bidders are requested to provide the following: Information pertaining to Article 6.5.3 Contractor Representatives under Part 6, Resulting Contract Clauses.

**Section II: Financial Bid**

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

**3.1.1 Electronic Payment of Invoices – Bid**

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

If Annex "D" 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**

*SACC Manual* clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

**Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

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## ATTACHMENT 1 TO PART 3 OF THE BID SOLICITATION

### 1.0 POINT OF MANUFACTURE/SHIPPING (BIDDER TO COMPLETE)

The Bidder must state the point of manufacture/shipping of goods or where service is to be performed:

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

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

### 2.0 Product(s) Offered (BIDDER TO COMPLETE)

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

Name of Manufacturer: \_\_\_\_\_

Model/Part Number: \_\_\_\_\_

### 3.0 Delivery (BIDDER TO COMPLETE)

While delivery and installation must be by March 31, 2017, please provide an answer to the following:

Yes, this delivery timeframe can be met \_\_\_\_\_.

## **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 Evaluation Criteria**

The mandatory technical criteria are specified in Annex 'A' Part 2.1

#### **4.1.2 Financial Evaluation**

The financial evaluation will be conducted by calculating the Total Aggregated Bid Price in accordance with the pricing tables provided in Annex "B" - Pricing Tables.

##### **Evaluation of Price - Bid**

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

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

### **4.2 Basis of Selection**

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.

### 5.1.2 Additional Certifications Required with the Bid

#### 5.1.2.1 Product Conformance

The Bidder certifies that all goods proposed conform, and will continue to conform throughout the period of the contract, to the requirement detailed under Annex "A".

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**Bidder's authorized representative signature**

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**Date**

## 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" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website \(http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969\)](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](#)" list at the time of contract award.

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**ATTACHMENT 1 TO PART 5 OF THE BID SOLICITATION**

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

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

## 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 the Contract.

### 6.2 Requirement

#### 6.2.1 Requirement

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

#### 6.2.2 Optional Requirement

- a) The Contractor grants to Canada the irrevocable option to purchase up to an additional five (5) units under the same terms and conditions and at the prices stated in the contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
- b) The Contracting Authority may exercise the option within two (2) years after contract award 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.

Subsection 9.1 of [2010A](#) (2016-04-04) General Conditions - Goods or Services, is amended as follows:

Delete in its entirety and replace with the following:

"Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be one (1) year after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer."

The [2010A](#) (2016-4-04), 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 (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,

apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of Contract

The period of the Contract is from date of Contract award.

#### 6.4.2 Delivery Date

All the deliverables and installation must be received on or before March 31, 2017.

#### 6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Julie Buller  
Title: Supply Specialist  
Public Works and Government Services Canada  
Commercial Consumer Products Directorate  
11 Laurier Street, 6A2, Phase III  
Place du Portage, Gatineau, Quebec, K1A 0S5

Telephone: (873) 469-3237  
E-mail address: julie.buller@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

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

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ \_

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E-mail address: \_\_\_\_\_

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

**6.5.3 Contractor's Representative (to be completed by the bidder)**

The telephone number (with extension if applicable) of the person responsible for:

**General enquiries**

Name: \_\_\_\_\_

Tel. No. \_\_\_\_\_ ext: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**Delivery Follow-up**

Name: \_\_\_\_\_

Tel. No. \_\_\_\_\_ ext: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**6.6 Payment**

**6.6.1 Basis of Payment - Firm Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm lot prices, as specified in Annex "B" – Pricing Tables for a cost of \$ \_\_\_\_\_ (**to be filled in only at contract award**). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

**6.6.2 SACC Manual Clauses**

SACC Manual clause H1000C (2008-05-12) Single Payment .

**6.6.3 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);

## 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 following address for certification and payment.

PDF format only:

Fax: 1-877-947-0987

Or

E-mail: [NRCan.invoice\\_imaging-service\\_dimagerie\\_des\\_factures.RNCan@canada.ca](mailto:NRCan.invoice_imaging-service_dimagerie_des_factures.RNCan@canada.ca)

- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- (c) one (1) copy must be forwarded to the consignee.

## 6.8 Certifications 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 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 (2015-04-01) 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) the general conditions 2010A (2016-04-04) General Conditions - Goods (Medium Complexity);
- (f) Annex "A", Requirement;
- (g) Annex "C", – List of Products.
- (h) Annex "B", – Pricing Tables.

(i) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

#### **6.11 SACC Manual clause**

SACC Manual clause [B1501C](#) (2006-06-16) Electrical Equipment  
SACC Manual clause [A9068C](#) (2010-01-11) Government Site Regulations  
SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)  
SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)  
SACC Manual clause [G1005C](#) (2016-01-28) Insurance

#### **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) (see Annex A) 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

### Part 1 –REQUIREMENT

#### Part 1.1 - REQUIREMENT

Natural Resources Canada has a requirement for the supply of one (1) benzene measurement system, which must meet all of the mandatory technical requirements as specified below and the mandatory evaluation criteria as specified at Part 2.1 - Mandatory Technical Evaluation Criteria. The requirement must include all of the following:

A large non-premixed flame, up to 3m tall burning as much as 24 kg/hr of C1-C10 linear alkanes, CO<sub>2</sub>, and N<sub>2</sub>, is operated in a controlled, indoor laboratory environment. An exhaust duct draws the products of combustion and ambient air through a 10m long duct, through a fan, and out of the building. The dilution ratio (ambient air / products of combustion) is controlled and measured, and is typically between 30 and 100. Sampling ports are installed in the duct to allow the exhaust gases to be analyzed before they leave the building.

Multiple existing instruments are currently used to analyze the exhaust stream. These instruments typically draw sample flows at rates between 0.5 and 5 standard litres per minute and provide measurements with a frequency of approximately 1Hz. These instruments are rack mounted and operate using standard NEMA 5-15 electrical outlets, and communicate with a central data acquisition computer running National Instruments' LabVIEW software.

Future work requires small quantities of benzene to be injected into the fuel mixture, and for the resulting concentration of benzene in the diluted exhaust stream to be measured. A benzene measurement system is required for this purpose.

The exhaust stream is typically between 20° and 65°C at slightly below (~200 Pa) ambient pressure. The typical and maximum expected concentrations for each species expected to be present in the diluted exhaust stream are:

**Bidder should refer to the Annex A – Part 2.1 to the system mandatory requirements for additional background information and species nominal and maximum values.**

**Table 1**

Species	Nominal	Maximum	
C6H6	10	250	ppb
CO2	2500	10000	ppm
CO	10	10	ppm
CH4	10	5	ppm
C2H2	50	300	ppm
H2O	2.5	4	%
NO	2	10	ppm
NO2	1	10	ppm
C2H4	1	2	ppm
C3H8	1	1	ppm
C4H10	0.5	1	ppm
C2H4O	1	1.5	ppm
C3H6	0.25	0.5	ppm
C2H6	1	10	ppm
N2O	50	300	ppm
Balance dry air (O2 and N2)			

The requirement must work and operate at all times in accordance with the following mandatory technical requirements and the mandatory evaluation criteria as specified below at Part 2.1 - Mandatory Technical Evaluation Criteria.

## Mandatory Technical Requirements

### 1.0 Operations

- 1.1 The systems MUST include all fittings, hoses, standards, hardware, and software required for manufacturer recommended calibrations over a two-year period. (*Natural Resources Canada is responsible for providing calibration gases*).
- 1.2 The system MUST include virtual instrument files allowing automated, real-time data transfer from the analyzer module to a computer running National Instruments LabVIEW 2013 (32-bit). (Note: the vendor is not responsible for providing the computer).
- 1.3 The system MUST be capable of communicating with a computer running National Instruments LabVIEW 2013 (32-bit) via LAN (also known as RJ-45 or Ethernet).
- 1.4 The system MUST include all pumps, regulators, traps, particle filters, and cables as required for normal system operation.

**1.5** The system MUST include all normally supplied spare parts, tool kits, fittings, and adapters necessary for normal operation and routine maintenance.

**2.0 Installation, Manuals and Services**

**2.1** The system must include on-site installation by a technician/engineer.

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

**2.2** One complete set of operator, technical and methods documentation in English must be supplied in one hard copy and one set in digital format.

**2.3** The office providing competent technical support must be located in Canada or USA. Post-purchase support must include problem-solving by telephone and email, and occasional visits to address more serious issues should they arise.

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:

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

**2.4 Software Upgrades**

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

Note: The word "updates" means all enhancements, extensions or other modifications to the software. The word "releases" means enhancements or modifications to the software or new modules or supplementary modules that function in conjunction with the software, that represent

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the next generation of software, and which the Contractor has decided to make available to its customers usually for an additional charge

## **2.5 Delivery Point**

### **Address:**

**Mechanical & Aerospace Engineering  
Mackenzie Bldg., Rm. 2159  
Carleton University  
1125 Colonel By Drive  
Ottawa, Ontario  
K1S 5B6**

**Attn: Matthew Johnson – (613) 520-2600 x4039**

**Part 2.1 – MANDATORY TECHNICAL EVALUATION CRITERIA**

**The following requirements are the mandatory technical evaluation criteria which will be evaluated during the Bid Evaluation. In addition the Contractor will be required to meet all of the mandatory technical requirements for the duration of the Contract**

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

Bidder should refer to the Annex A to the system mandatory requirements for additional background information and species nominal and maximum values.

ITEM	CRITERIA	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID.
1.1	All measurements must be accomplished in the presence of the range of concentrations of the other gaseous species listed in Table I, Annex, with a gaseous temperature between 20°C and 65°C.	
1.2	The system MUST measure the steady-state concentration of benzene between 1 part per billion (ppb) and 250 ppb, <i>accurate</i> to within less than or equal to 2% of the measured value with a measurement time less than or equal to 30 minutes.	
1.3	The system MUST measure the steady-state concentration of benzene between 1 part per billion (ppb) and 250 ppb, <i>precise</i> to within less than or equal to 4% of the measured value with a measurement time less than or equal to 30 minutes.	
1.4	The minimum detection limit MUST be no greater than 0.05 ppb of benzene with a measurement time of 30 minutes or less.	
1.5	The maximum linearity error following a five-point calibration (zero, span, 25%, 50%, 75% of full-scale) MUST be less than 5% of the measured value at all points except zero.	
1.6	The maximum repeatability standard deviation MUST be less than or equal to 5% when measuring 10 ppb of benzene for less than or equal to 5 minutes.	
1.7	The system MUST provide a measurement of ~10ppb with a measurement time of less than or equal to 5 minutes <i>precise</i> to within 1 ppb.	

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1.8	The system MUST have an adjustable maximum range from less than or equal to 10 ppb to greater than or equal to 250 ppb.	
1.9	The system MUST have a form factor and hardware permitting mounting in a standard 19" rack.	
1.10	The system MUST operate on 115V/60 Hz power and CSA approval (or equivalent) for use in Ontario.	
1.11	The system MUST operate with a peak electrical consumption less than or equal to 7A.	

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**ANNEX "B"**

**PRICING TABLES**

The Bidder must provide all of the pricing requested in the following Tables in accordance with **Article 6.6.1 - Basis of Payment.**

**Table 1: Initial Requirement:**

<b>Item</b>	<b>Description</b>	<b>Number of Units</b>	<b>Unit of Issue</b>	<b>Firm Lot Price</b>	<b>Extended Price (Number of Units X Firm Unit Price)</b>
1	Benzene Analyzer in accordance with Mandatory technical requirement and mandatory technical evaluation criteria detailed at Annex A	1	Each	\$	\$ Number of Units X Firm Lot Price
2	Evaluated Price				Sum of Item 1

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**ANNEX "C"**

**LIST OF PRODUCTS**

Product Name	Model/Part Number	Name of Manufacture		

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## **ANNEX "D" 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);