



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

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

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

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

Title - Sujet Mass Spectrometer Gas Analyzer	
Solicitation No. - N° de l'invitation 23375-170926/A	Date 2016-12-08
Client Reference No. - N° de référence du client 23375-170926	
GETS Reference No. - N° de référence de SEAG PW-\$\$PV-903-72052	
File No. - N° de dossier pv903.23375-170926	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-01-18	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: Walton, Mark	Buyer Id - Id de l'acheteur pv903
Telephone No. - N° de téléphone (873) 469-3185 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: NATURAL RESOURCES CANADA 1 HAANEL DR. Dennis Lu 613-996-2760 OTTAWA Ontario K1A 1M1 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

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

Delivery Required - Livraison exigée 2017-03-31	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

MASS SPECTROMETER GAS ANALYZER

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 SECURITY REQUIREMENTS	3
1.2 REQUIREMENT	3
1.3 DEBRIEFINGS	3
1.4 TRADE AGREEMENTS	3
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	3
2.2 SUBMISSION OF BIDS.....	3
2.3 ENQUIRIES - BID SOLICITATION.....	4
2.4 APPLICABLE LAWS.....	4
PART 3 - BID PREPARATION INSTRUCTIONS.....	4
3.1 BID PREPARATION INSTRUCTIONS	4
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	6
4.1 EVALUATION PROCEDURES.....	6
4.2 BASIS OF SELECTION.....	6
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	6
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	7
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	7
PART 6 - RESULTING CONTRACT CLAUSES	7
6.1 SECURITY REQUIREMENTS	7
6.2 REQUIREMENT	8
6.3 STANDARD CLAUSES AND CONDITIONS.....	8
6.4 TERM OF CONTRACT	9
6.5 AUTHORITIES	9
6.6 PAYMENT	10
6.7 INVOICING INSTRUCTIONS	10
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	10
6.9 APPLICABLE LAWS.....	10
6.10 PRIORITY OF DOCUMENTS	11
6.11 SACC <i>MANUAL</i> CLAUSES	11
6.12 SHIPPING INSTRUCTIONS	11
ANNEX "A".....	12
PART 1 - REQUIREMENT.....	12
PART 2.1 - MANDATORY TECHNICAL EVALUATION CRITERIA	13
ANNEX "B"	15
PRICING TABLES	15
ANNEX "C"	16
LIST OF PRODUCTS	16

Solicitation No. - N° de l'invitation
23375-170926/A
Client Ref. No. - N° de réf. du client
23375-170926

Amd. No. - N° de la modif.
File No. - N° du dossier
pv903.23375-170926

Buyer ID - Id de l'acheteur
pv903
CCC No./N° CCC - FMS No./N° VME

ANNEX "D"	17
COMPLETE LIST OF DIRECTORS	17
ANNX "E" TO PART 3 OF THE BID SOLICITATION	18
ELECTRONIC PAYMENT INSTRUMENTS	18

MASS SPECTROMETER GAS ANALYZER

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this solicitation.

1.2 Requirement

The requirement is detailed under Annex "A".

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (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: 90 days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit at the location specified below, by the date and time 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
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 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, Canada**.

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I: Technical Bid – Two (2) hard copies
- Section II: Financial Bid – One (1) hard copy
- Section III: Certifications – At least one (1) hard copy

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

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

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability 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 to demonstrate compliancy to the requirement as described in Annex "A".
- (b) **List of Products:** Bidders must include a complete product list identifying: the product name; the name of manufacturer; the model and part number of each component which make up the system. Bidders must also state the point of manufacture and shipping of goods or where service is to be performed: The bidder is requested to use the form provided in Annex "C".
- (c) **Installation Plan:** Bidders should include an installation plan (including the installation schedule), which must demonstrate that the Bidder's installation plan meets all the mandatory requirements for installation described Annex "A".
- (d) **Training Plan:** Bidders should include a training plan, which must demonstrate that the Bidder's training plan meets all the mandatory requirements for training described in Annex "X". The training plan must include, at a minimum, a description of the course materials that will be provided to participants; the training schedule; and the duration of the training.
- (e) **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.

Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment including Annex "B" – Pricing Tables.
- (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 "E" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "E" 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.

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 evaluation criteria are detailed 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 Ottawa, Ontario, Incoterms® 2000, Canadian customs duties and excise taxes included.

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

4.2 Basis of Selection

- 4.2.1** SACC Manual Clause [A0069T](#) (2007-05-25) - Basis of Selection

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".

Bidder's authorized representative signature

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](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" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

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

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.

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

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Mark Walton
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Commercial Consumer Products Directorate
Scientific, Medical, and Photographic Division "PV"
6A2, Phase III, Place du Portage,
11 Laurier Street,
Gatineau, Quebec, Canada K1A 0S5
Telephone: 873-469-3185
Facsimile: 819-956-3814
E-mail address: mark.walton@tpsgc-pwgsc.gc.ca

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

6.5.2 Technical Authority: To be identified at contract award

The Technical Authority 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 Accounts Payable Contact: To be filled in at contract award

6.5.4 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: _____
Fax No. _____
E-mail address: _____

Delivery Follow-up

Name: _____
Tel. No. _____ ext: _____
Fax No. _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), 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):

- **To be filled in only at contract award, based on Annex E to Part 3.**

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.
 - (c) Invoices and order confirmations can be sent via e-mail to:
To be filled in only at contract award
 - (d) To facilitate the payment process, it is important that the Contractor quote the contract number on all the invoices, shipping bills and packing slips. Failure to do so will delay payment and the date used for calculating interest on overdue accounts.

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 **Ontario, Canada**.

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, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) the supplemental general conditions:
 - a. [4001](#) (2015-04-01) Hardware Purchase, Lease and Maintenance;
 - b. [4003](#) (2010-08-16) Licensed Software; and
 - c. [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 "C", – List of Products.
- (f) Annex "B", – Pricing Tables.
- (g) The Contractor's bid, dated _____

6.11 SACC Manual Clauses

- 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 [G1005C](#) (2016-01-28) Insurance – No Specific Requirement

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 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.

Solicitation No. - N° de l'invitation
23375-170926/A
Client Ref. No. - N° de réf. du client
23375-170926

Amd. No. - N° de la modif.
File No. - N° du dossier
pv903.23375-170926

Buyer ID - Id de l'acheteur
pv903
CCC No./N° CCC - FMS No./N° VME

ANNEX "A"

Part 1 - REQUIREMENT

Natural Resources Canada – CanmetENERGY-Ottawa – Clean Fossil Fuels has a requirement for the supply and installation of one (1) for Mass Spectrometer (MS) gas analyzer with system installation and training for up to three (3) users including preventive maintenance visits and calibrations in accordance with the mandatory specifications detailed in the Request for Proposal for delivery to Ottawa, Ontario.

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

Requirements may include the following:

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

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.

Clean Fossil Fuels requires a mass spectrometer gas analyzer to perform Research & Development (R&D), which is typically flue gas emission monitoring, comparison measurements, catalytic process control and other applications where multiple gas compounds need to be accurately monitored in hot & humid sample gas under various atmospheres (mainly from fuel conversion in pilot-scale and bench scale applications). The system must be portable and adaptable for different testing facilities at lab setup and the sampling cell and unit itself should be heated to sufficient temperature (up to 200°C) for avoiding gas sample condensation during the sampling process.

This system with an integrated software package will enable the monitoring/characterization of key gases from fuel conversion and utilization, including all gases with mass range between 1-100 amu, such as H₂, O₂, N₂, Ar, He, VOCs, nitrous and sulphur species (NO_x, SO_x, HCN, NH₃, H₂S and COS), other hydrogen and carbon species (HCl, HF, CO, CO₂), and moisture (H₂O).

ITEM	MANDATORY TECHNICAL EVALUATION CRITERIA	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID
1.0	MS gas analyzer:	
1.0a	Mass range of 1 – 100 amu	
1.0b	General detection limit <1 ppm (gas specific)	
1.0c	Scan speed - up to 2 msec/amu	
1.0d	No need for pre/post filter to attain the highest sensitivity	
1.0e	Ion source, filament, electron multiplier (C-SEM) and detector with at least three year warranty	
1.0f	Heated gas inlet system must include a temperature controlled heated line (minimum length 5 m) and filter (1 µm element) with a maximum use temperature of 200° C	
1.0g	MS unit must be portable with the dimension of < L/W/H = 600/500/500 mm and weight of <50 kg.	
1.0h	MS unit and accessories must be compatible with 115 VAC power.	
2.0	The MS analyser must be able to resist corrosive damage from all of the following reactive atmospheres including both oxidative and reducing gas and corrosive gas (i.e., Air, SO ₂ , NO _x , HCl, CO ₂ , CO, H ₂ etc.). For example, the upper limits for some corrosive gas are:	
	• Sulfur dioxide, SO ₂ ≥ 2000 ppm	
	• Hydrogen chloride, HCl ≥ 500 ppm	
	• Nitrogen oxides, NO _x ≥ 2500 ppm	
3.0	MS analyser must provide analog and digital signals.	
3.0a	Minimum of two (2) user definable analog outputs and minimum one (1) user definable digital output.	
3.0b	Minimum two (2) user definable analog inputs and minimum one (1) user definable digital input.	
4.0	Must include a software package compatible with Microsoft Windows 7 Enterprise operating system and capable of performing data analysis.	

Solicitation No. - N° de l'invitation
23375-170926/A
Client Ref. No. - N° de réf. du client
23375-170926

Amd. No. - N° de la modif.
File No. - N° du dossier
pv903.23375-170926

Buyer ID - Id de l'acheteur
pv903
CCC No./N° CCC - FMS No./N° VME

ITEM	MANDATORY TECHNICAL EVALUATION CRITERIA	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID
4.0a	Concentration calibration for multi-gases by comprehensive integrated matrix calculation. Deconvolution of overlapping spectra.	
4.0b	Must include a software package for data measurement and display	
4.0c	Data can be display the concentration results in the units of ppm or vol-%.	
4.0c	Ability to export raw data export to spreadsheet format	
4.0e	Ethernet connectivity for data transfer	
4.0f	Include a spectrum library of common gasses and vapors	
5.0	MS gas analyzer must be verified annually to ensure good functioning in the first three years. Specifically, vendor must provide annual preventive maintenance visits and calibration during this period. Maintenance visits will include complete verification of MS system including checks for calibrations and maintenance.	
6.0	One paper copy and one electronic on the installation, operation and maintenance manuals must be provided in English.	

Solicitation No. - N° de l'invitation
23375-170926/A
Client Ref. No. - N° de réf. du client
23375-170926

Amd. No. - N° de la modif.
File No. - N° du dossier
pv903.23375-170926

Buyer ID - Id de l'acheteur
pv903
CCC No./N° CCC - FMS No./N° VME

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: Requirement:

Item	Description	Number of Units	Unit of Issue	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
1	Mass Spectrometer Gas Analyzer, in accordance with, the mandatory specifications at Annex A	1	Each	\$	\$
Evaluated Price					\$

Solicitation No. - N° de l'invitation
23375-170926/A
Client Ref. No. - N° de réf. du client
23375-170926

Amd. No. - N° de la modif.
File No. - N° du dossier
pv903.23375-170926

Buyer ID - Id de l'acheteur
pv903
CCC No./N° CCC - FMS No./N° VME

ANNEX "C"

LIST OF PRODUCTS

Product Name	Model/Part Number	Name of Manufacture

Solicitation No. - N° de l'invitation
23375-170926/A
Client Ref. No. - N° de réf. du client
23375-170926

Amd. No. - N° de la modif.
File No. - N° du dossier
pv903.23375-170926

Buyer ID - Id de l'acheteur
pv903
CCC No./N° CCC - FMS No./N° VME

ANNEX "D"

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

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

Solicitation No. - N° de l'invitation
23375-170926/A
Client Ref. No. - N° de réf. du client
23375-170926

Amd. No. - N° de la modif.
File No. - N° du dossier
pv903.23375-170926

Buyer ID - Id de l'acheteur
pv903
CCC No./N° CCC - FMS No./N° VME

ANNX "E" 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)