#### RETURN BIDS TO: RETOURNER LES SOUMISSIONS A :

Royal Canadian Mounted Police | Gendarmerie royale du Canada
Bid Receiving | Réception des sousmissions
Attention: Anna Rozanski

Mailstop | Arrêt postal 15 73 promenade Leikin Drive Ottawa, Ontario K1A 0R2 Canada

All persons delivering mail, parcels and bids to the Mail Parcel and Screening Facility will be asked to provide government photo identification and a contact number as part of an enhanced security protocol.

Dans le cadre d'un protocole de sécurité amélioré, toute personne qui livre le courrier, les paquets et les soumissions à l'installation d'inspection du courrier et des colis devra désormais présenter une carte d'identité avec photo émise par le gouvernement et un numéro de téléphone.

# REQUEST FOR PROPOSAL

# DEMANDE DE PROPOSITION

#### **Proposal to: Royal Canadian Mounted Police**

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 : Gendarmerie royale du 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 appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

#### **Comments: - Commentaries:**

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title – Sujet Gas Chromatograph / Mass Spectrometer  Date October 20, 20					. •	
Solicitation 201802694	n No. – № de l'i ŀ/A	nvitation				
Client Refe 201802694	erence No No	. De Référe	ence du (	Clien	t	
Solicitatio	n Closes – L'in	vitation pre	end fin			
At – à :	2:00 PM				(Eastern Standard Time) (heure normale de l'Est)	
On – le :	November 29,	2017				
Delivery - See herein présentes	<b>Livraison</b> — Voir aux	Taxes See herei aux prése		présentes		
services	n of Goods and — Voir aux prés		– Destina	ation	s des biens et	
Instruction See herein	<b>ns</b> — Voir aux prés	sentes				
Adresser t	nquiries to – coute demande iski@rcmp-grc.g	_	nements	à		
<b>Telephone</b> 613-843-69	<b>No. – No. de t</b> é 972	éléphone	<b>Facsim</b> 613-825		o. – No. de télécopieur 32	

#### **COMPLETE BELOW IN FULL - REMPLISSEZ CI-DESSOUS EN ENTIER**

Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:

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)

Telephone No. – No. de téléphone

Signature Date



Facsimile No. – No. de télécopieur

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

#### 1.1 Security Requirements

- 1. Before on-site work begins, the following conditions must be met:
  - (a) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 Resulting Contract Clauses:
  - (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3. For additional information on security requirements, bidders should refer to the <a href="Industrial Security Program">Industrial Security Program (ISP)</a>
  of Public Works and Government Services Canada (<a href="http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html">http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html</a>) website.
  Please note, the above website is specific to PWGSC requirements and processes may differ from RCMP requirements.

## 1.2 Requirement

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

## 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 Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at <a href="mailto:boa-opo@boa-opo.gc.ca">boa-opo@boa-opo.gc.ca</a>. You can also obtain more information on the OPO services available to you at their website at <a href="mailto:www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>.

## 1.5 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), the Canadian Free Trade Agreement (CFTA), and the Canada-European Union Comprehensive Free Trade Agreement (CETA).

## **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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

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 <u>2003</u> (2017-04-27) 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: 180 days

#### 2.2 Submission of Bids

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

Due to the nature of the bid solicitation, bids transmitted by facsimile or email to RCMP will not be accepted.

## 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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 Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 20 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

#### 2.5 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.

#### 2.6 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful bidder on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: <a href="mailto:corporate\_accounting@rcmp-grc.gc.ca">corporate\_accounting@rcmp-grc.gc.ca</a>

#### **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 (three hard copies)

Section II: Financial Bid (one hard copy)

Section III: Certifications (one 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 <a href="Policy on Green Procurement">Policy on Green Procurement</a> (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders should:

- 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

- a) Bidders must submit their financial bid in accordance with the Basis of Payment at Annex D. The total amount of Applicable Taxes must be shown separately.
- b) The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all associated costs required to meet the requirements of the bid solicitation is the sole responsibility of the Bidder.
- c) 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 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

Mandatory technical criteria are provided at Attachment 1 to Part 4.

#### 4.1.1.2 Point Rated Technical Criteria

Point rated technical criteria are provided at Attachment 1 to Part 4.

#### 4.1.2 Financial Evaluation

#### 4.1.2.1 Evaluation of Price

1. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

2. 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 Bank of Canada rate published by 16:30 ET on the bid 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 - Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - a. meet all mandatory criteria.
- 2. Bids not meeting (a) or (b) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)					
E		Bidder 1	Bidder 2	Bidder 3	
Overall Technica	l Score	115/135	89/135	92/135	
Bid Evaluated Pr	aluated Price \$55,000.00 \$50,000.00 \$45,000.00		\$45,000.00		
Calculations	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70	
Calculations	Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27.00	45/45 x 30 = 30.00	
Combined Rating	9	84.18	73.15	77.70	
Overall Rating		1st	3rd	2nd	

#### ATTACHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA

## A) Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Item No.	Mandatory Criterion	Met (Yes/No)	Substantiation
Gas Ch	romatograph / Mass Spectrometer (GC/MS):		
M1	The proposed GC/MS must meet the mandatory specifications detailed in the Purchase Specifications at Annex A.		
M2	The proposed GC/MS must be capable of detecting the provided analytes and signal-to-noise ratio ≥3 as detailed under "Sample Analysis" below.		
Bidder (	firm/organization):	<u>,                                      </u>	
M3	The Bidder must be the manufacturer or an authorized distributor/reseller of the proposed GC/MS system.		
M4	The Bidder must be an ISO-accredited supplier of GC/MS instrumentation.		
M5	The Bidder must propose a minimum of one personnel/resource who will complete the on-site installation of the GC/MS system, provide on-site service during the warranty period, and who will deliver the on-site training.		
Bidder's	s proposed resources (personnel):		
M7	The Bidder's proposed service technician(s) must have a minimum of one (1) years' experience installing and servicing the proposed GC/MS system.		
M8	The Bidder's proposed service technician(s) and training instructor must be certified or recognized by the GC/MS system manufacturer. The Bidder must provide documentation originating from the GC/MS system manufacturer to demonstrate compliance to this requirement.		

## Sample Analysis:

a) The RCMP will provide the Bidder up to five (5) explosive compounds diluted in acetone to analyse during the evaluation process along with a due date to submit results. The same quantity of samples and due date and time will be provided to all bidders.

- b) The Bidder must utilize the proposed GC/MS including computer hardware and software to test the samples.
- c) The Bidder must provide the analysis results to the Contracting Authority in Portable Document Format by electronic mail (e-mail) on or before the due date. Bidders should ensure that e-mail size does not exceed five (5) megabytes.
- d) Canada will not be responsible for any failure attributable to the transmission or receipt of e-mail including, but not limited to, the following:
  - receipt of garbled or incomplete documents;
  - ii. availability or condition of the receiving equipment/network;
  - iii. incompatibility between the sending and receiving equipment/network;
  - iv. delay in transmission or receipt of the e-mail;
  - v. failure of the Bidder to properly identify the e-mail;
  - vi. illegibility of documents; or
  - vii. security of document data. (Some file extensions are automatically blocked from the RCMP e-mail network for security purposes e.g. .zip, .exe, .rar, etc.)
- e) All enquiries regarding the sample analysis must be submitted in writing to the Contracting Authority no later than four (4) calendar days before the due date. Enquiries received after that time may not be answered.

To ensure consistency and quality of information provided to bidders, significant enquiries received and their replies will be sent to all bidders.

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.

f) The total ion chromatogram (TIC) and full scan mass spectrum (MS) for each analyte must be provided. The TIC will be evaluated for signal to noise ratio of at least 3 and the analytes must be baseline resolved. The MS will be evaluated by the identification or presence of the major fragment ions for each of the analytes.

#### B) Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the table inserted below.

Each point rated technical criterion should be addressed separately.

Item No.	Rated Requirement	Max Score	Bid Score	Substantiation
GC/M	S:			
R1	Automatic sample changer combines liquid and headspace injections on one sampler so the user can switch from one application to the other on the same workstation.	10		
R2	Gas chromatograph accepts two injectors.	5		
R3	Mass spectrometer includes two chemical ionization sources.	5		



Item No.	Rated Requirement	Max Score	Bid Score	Substantiation
R4	Warranty period exceeds the minimum one year warranty detailed in the Purchase Specifications at Annex A.	10		
	Two year warranty = 5 points Three year warranty or more = 10 points			
Bidde	r's proposed resources (personnel):			
R5	The Bidder's proposed service technician is based within a 250km radius of the National Capital Region.	5		
R6	The Bidder's proposed service technician(s) has experience installing and servicing the proposed GC/MS system above the minimum years specified at M7.	5		
	(1 point for each additional year up to the max score)			
R7	The Bidder's proposed training instructor has previously delivered training sessions on the proposed GC/MS system above the minimum number of sessions specified at M8.	5		
	(1 point for each additional training session up to the max score)			
Total	Score:	45		

#### **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and associated 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 may render the bid non-responsive or constitute a default under the Contract.

#### 5.1 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 specified will render the bid non-responsive.

#### 5.1.1 Integrity Provisions

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

- Declaration of Convicted Offences (as applicable)
- Required Documentation

#### 5.1.2 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 <a href="Employment and Social Development Canada (ESDC)">Employment and Social Development Canada (ESDC)</a> - <a href="Labour's">Labour's</a> website <a href="http://www.esdc.gc.ca/en/jobs/workplace/human\_rights/employment\_equity/federal\_contractor\_program.page?&\_ga=1.2">29006812.1158694905.1413548969#afed</a>).

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.

#### 5.1.3 Additional Certifications Precedent to Contract Award

#### 5.1.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.



If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

## 5.1.3.2 Education and Experience

A3010T (2010-08-16) Education and Experience

#### **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** The following security requirements (SRCL and related clauses) apply and form part of the Contract.
- 1. The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid Facility Access II clearance with technical escort, granted or approved by Royal Canadian Mounted Police (RCMP).
- 2. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of RCMP.
- The Contractor must comply with the provisions of the Security Requirements Check List and Security Guide, attached at Annex C.

## 6.2 Requirement

The Contractor must provide a gas chromatograph / mass spectrometer including associated services in accordance with the Purchase Specifications at Annex A and the Statement of Work at Annex B.

## 6.2.1 Optional Goods and Services

The Contractor grants to Canada the irrevocable option to acquire the optional goods, services or both described at Annex D 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 the expiry of the Contract 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 <u>Standard Acquisition</u> <u>Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this contract is issued by RCMP, any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

#### 6.3.1 General Conditions

2010A (2016-04-04) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

#### 6.3.2 Supplemental General Conditions

The following supplemental general conditions apply to and form part of the Contract:

- 4001 (2015-04-01) Hardware Purchase, Lease and Maintenance
- 4003 (2010-08-16) Licensed Software
- 4004 (2013-04-25) Maintenance and Support Services for Licensed Software

#### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to June 30, 3018 inclusive.

#### 6.4.1.1 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 6.4.2 Delivery Date

All goods must be received on or before March 31, 2018.

## 6.4.2.1 Delivery Date – Optional Goods

All optional goods must be received on or before March 31, 2019.

#### 6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point specified below.

Royal Canadian Mounted Police Attention: (Contact information will be specified at contract award.) National Forensic Laboratory Services 73 Leikin Drive Ottawa, Ontario K1A 0R2 Canada

## 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Anna Rozanski

Title: Procurement and Contracting Specialist

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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: (Contact information will be specified at issuance of standing offer.)

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

(The Bidder is requested to provide the following information.)

•	one number: address:		
6.6	Payment		
6.6.1	Basis of Payme	nent	
paid a	firm unit price(s) a	Contractor satisfactorily completing all of its obligations under the Conas specified in Annex D for a cost of \$ (Amount will be specified and Applicable Taxes are extra.	tract, the Contractor will be ecified at contract award).

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 Method of Payment

H1001C (2008-05-12) Multiple Payments

## 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 Project Authority identified under the section entitled "Authorities" 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 Ontario. (*Or name of the province or territory as specified by the Bidder in its bid, if applicable*)

## 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;
- (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, Purchase Specifications;
- (g) Annex B, Statement of Work;
- (h) Annex C. Security Requirements Check List and Security Guide:
- (i) Annex D, Basis of Payment;
- (j) the Contractor's bid dated \_\_\_\_\_ (date of bid to be specified at contract award).

#### 6.11 Procurement Ombudsman

## 6.11.1 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at <a href="mailto:boa-opo@boa-opo.gc.ca">boa-opo.gc.ca</a>.

#### 6.11.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [the supplier or the contractor or the name of the entity awarded this contract] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.



The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at <a href="mailto:boa-opo@boa-opo.gc.ca">boa-opo.gc.ca</a>.

#### 6.12 Shipping Instructions - Delivered Duty Paid

Goods must be consigned and delivered to the destination specified in the contract Incoterms 2010 "DDP Delivered Duty Paid".

#### 6.13 SACC Manual Clauses

A9068C (2010-01-11) Government Site Regulations

B7500C (2006-06-16) Excess Goods

D0018C (2007-11-30) Delivery and Unloading

G1005C (2016-01-28) Insurance - No Specific Requirement

## 6.14 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 <a href="Department of Justice Act">Department of Justice Act</a>, 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:
  - 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.

#### ANNEX A – PURCHASE SPECIFICATIONS

## Gas Chromatograph / Mass Spectrometer (Chemical Ionization) [GC/MS]

The Contractor must supply and deliver a GC/MS system with the following minimum essential specifications for the analysis of samples encountered in forensic casework at the Royal Canadian Mounted Police.

#### 1 Power

1.1 Must connect directly to 115 V, Single Phase, 60 Hz power service.

## 2 AutoSampler

2.1 The GC/MS system must include an automatic sample changer that can accommodate at least twenty-five (25) different liquid samples in a standard 2ml screw top vial (12x32mm) not including any liquid injector wash or waste vials.

## 3 Injector

3.1 The GC/MS system must include an automatic liquid injector that can inject between 0.1 to 5  $\mu$ L at a minimum. The injector must be able to accommodate at least two wash vials for automatic pre and post injection syringe washes.

#### 4 Gas Chromatograph

- 4.1 The GC must include a fully programmable temperature controlled oven with an operating range of at least 30°C to 350°C and a temperature resolution of at least 1°C.
- 4.2 The oven must support a temperature ramp rate of at least 20°C/minute over the entire operating range stated above.
- 4.3 The gas flow system must accommodate the use of both hydrogen and helium carrier gasses (not on the same run). Regardless of the acceptable carrier gas used the flow controller must be able to operate in: constant flow, constant pressure, variable flow and variable pressure modes.
- 4.4 The GC sample inlet must provide both split and split less injections onto a capillary column. The inlet must provide fully programmable temperature and pressure.
- 4.5 The GC must be connected to a mass spectrometer and any required fittings or installation kits must be included.
- 4.6 A 15 m x 0.25 mm ID x 0.25 µm DB5-ms capillary column (or equivalent) must be included.

#### 5 Mass spectrometer

- 5.1 The MS must operate in electron impact (EI), positive and negative chemical ionization (CI) modes.
- 5.2 The MS source for both EI and CI must be included. For systems which can perform an EI experiment with the CI source, an EI source must still be provided. Source filaments must be included.
- 5.3 The MS must accept both methane and isobutane reagent gasses (not necessarily at the same time).

- 5.4 A turbo pump which can handle an analytical column flow rate of at least 3ml/min must be included with the MS. A diffusion pump is not acceptable. Any additional pumping systems (e.g. foreline pump) required for the MS system must be included.
- 5.5 The MS must have a mass range of at least 30 1000 AMU with unit mass resolution.
- 5.6 The MS must collect both full scan and SIM data simultaneously.

#### 6 GC/MS

6.1 The entire system must provide an inert flow path for the target analytes.

#### 7 Computer

7.1 An external computer must be provided to allow data analysis of GC and/or MS results, with Windows 7 operating system, at least a 24" LCD monitor with dual monitor capability, and upgrades with compatible hardware/software without proprietary equipment. The Crown will supply its own printer.

#### 8 Software

- 8.1 Instrument control and data collection software must be included. All software must be capable of full featured mass spectral data analysis (for both SIM and full scan data) and general gas chromatograph data analysis. Vendor must supply software upgrades free of charge for a minimum of one (1) year after installation.
- 8.2 National Institute of Standards and Technology (NIST) MS library bundle database, latest release, single license, must be included.

#### 9 System Warranty and Services

- 9.1 A minimum of one (1) year warranty on the entire GC/MS system, including computer software, must be included.
- 9.2 Warranty will cover all parts and labour, including all travel costs.
- 9.3 The Contractor must provide both phone support between 8AM -5PM (ET) at no additional cost and on-site technical service under the system warranty.
- 9.4 If an on-site technical service visit is required the Contractor must be able to provide this service within 72 hours of the request.
- 9.5 In addition to the included warranty, the Contractor must be able to provide the phone support and the on-site technical service detailed at 9.3 and 9.4 at additional cost if required.

## 10 Shipping – Environmental Consideration

- 10.1 Where applicable, the Contractor is encouraged to:
  - Minimize packaging;
  - Include recycled content in packaging;
  - Re-use packaging;
  - Include a provision for a take-back program for packaging;
  - Reduce/eliminate toxics in packaging.

#### ANNEX B - STATEMENT OF WORK

#### 1 Objective

This Statement of Work (SOW) describes the services required to support the purchase of a gas chromatography system with a chemical ionization mass spectrometer (GC/MS) including installation and training.

## 2 Background

The mandate of the Royal Canadian Mounted Policy (RCMP) Trace Evidence Services program is to provide forensic trace evidence examinations / analysis of exhibits from scenes of crime. The type of examinations offered by the Trace Evidence Services program includes analysis of ignitable liquids in arson cases, GSR (gunshot residue) analysis, comparisons of paint for common origin determination, identification of unknown materials in criminal investigations and CBRNE (Chemical, Biological, Radiological, Nuclear Explosives) events and analysis of explosives.

The GC/MS, is dedicated to the analysis of explosives which is a key component in our anti-terrorism initiative. Analysis is mostly qualitative with a very high degree of specificity required.

### 3 Scope

The Contractor must perform the services stated below to support the purchased GC/MS system. The GC/MS is to include installation and training.

#### 4 Tasks

The Contractor must:

- a) Complete on-site installation of the GC/MS system; and
- b) Provide on-site training on operation and maintenance of the GC/MS system.

The Contractor must ensure that on-site installation and training are carried out at a mutually agreed time not to exceed 60 days of GC/MS delivery. Installation and training must be performed concurrently.

#### 4.1 Installation

Installation must be completed by vendor employed service technician and must comply with applicable Canadian Standards Association (CSA) codes and standards.

#### 4.2 Training

- a) Training must be delivered by a qualified facilitator.
- b) A minimum of eight (8) hours of on-site training to be provided for up to six (6) people.
- c) Training will be simultaneous (i.e. up to six people will be trained during one training session).
- d) As a minimum, training will include how to change detectors, how to power up and down the instrument, how to load and collect data from different samples, including how to run the automatic sample changer, how to use the instrument software to collect and process data.



## ANNEX C - SECURITY REQUIREMENTS CHECK LIST AND SECURITY GUIDE

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## **Security Guide**

## **General Security Requirements**

All contractors and sub-contractors employed on this contract must support the RCMP's security environment by complying with the directives described in this document.

- 1. The information disclosed under this contract will be administered, maintained, and disposed of in accordance with RCMP Security Policies and the Policy on Government Security.
- 2. The contractor will promptly notify the RCMP of any unauthorized use or disclosure of the information exchanged under this contract and will furnish the RCMP with details of the unauthorized use or disclosure.

#### **Physical Security**

- 1. No sensitive information, Protected A or higher (hard copy documentation (i.e. notes)) shall be removed from the RCMP facility.
- 2. No RCMP assets shall be removed from the RCMP site.
- 3. RCMP sensitive information will not be stored, processed, produced or discussed at the contractor's site.

#### IT Security

- 1. No sensitive information, Protected A or higher, shall be <u>electronically</u> transmitted to or processed at the contractor's site.
- 2. No sensitive electronic information or assets, Protected A or higher, shall be removed from RCMP networks or property

#### Personnel Security

- 1. All contractor and sub-contractor personnel will be required to obtain and maintain a personnel security clearance/status commensurate with the sensitivity of the work being performed throughout the life cycle of the contract (in accordance with the provisions of the SRCL).
- The contractor will be responsible for advising the RCMP of any changes in personnel security requirements. For example: Cleared personnel leaving the company or no longer supporting the RCMP contract, new personnel requiring security screening and personnel requiring renewal of their personnel security screening.

## ANNEX D - BASIS OF PAYMENT

Item No.	Description	Firm Unit Price	Unit of Issue	Quantity	Extended Price
	Gas chromatograph / mass spectrometer (GC/MS) as detailed in the Purchase Specifications at Annex A				
1	(The Bidder is requested to provide a detailed breakdown of the firm unit price with the bid including the product number, description, quantity and price of each component/peripheral.)	\$	Each	1	\$
2	Services required to support the purchase of the GC/MS as detailed in the Statement of Work at Annex B, including all associated costs such as travel and living expenses for Contractor personnel	\$	Each	1	\$
Optional Goods and Services:					
3	Optional GC/MS as detailed in the Purchase Specifications at Annex A	\$	Each	1	\$
4	Optional installation services required to support the purchase of the optional GC/MS as detailed in the Statement of Work at Annex B, including all associated costs such as travel and living expenses for Contractor personnel	\$	Each	1	\$
5	Optional training services required to support the purchase of the optional GC/MS as detailed in the Statement of Work at Annex B, including all associated costs such as travel and living expenses for Contractor personnel	\$	Each	1	\$
Subtotal:					\$
Applicable Taxes:					\$
Total:					\$