



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

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> Carbon Analyzers	
<b>Solicitation No. - N° de l'invitation</b> KW405-180239/A	<b>Date</b> 2017-10-30
<b>Client Reference No. - N° de référence du client</b> KW405-18-0239	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-710-7320	
<b>File No. - N° de dossier</b> KIN-7-48087 (710)	<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 2017-12-13</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Dunphy, Ken	<b>Buyer Id - Id de l'acheteur</b> kin710
<b>Telephone No. - N° de téléphone</b> (613) 449-5116 ( )	<b>FAX No. - N° de FAX</b> (613) 545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> See herein	

**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**

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

<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>

---

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION.....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS .....	3
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF BIDS.....	4
2.3 ENQUIRIES - BID SOLICITATION.....	4
2.4 APPLICABLE LAWS.....	4
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>5</b>
3.1 BID PREPARATION INSTRUCTIONS .....	5
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>6</b>
4.1 EVALUATION PROCEDURES.....	6
4.2 BASIS OF SELECTION.....	7
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>7</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	7
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	7
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>8</b>
6.1 REQUIREMENT .....	8
6.2 STANDARD CLAUSES AND CONDITIONS.....	9
6.3 SECURITY REQUIREMENTS .....	9
6.4 TERM OF CONTRACT .....	9
6.5 AUTHORITIES .....	10
6.6 PAYMENT .....	11
6.7 ELECTRONIC PAYMENT OF INVOICES – CONTRACT.....	12
6.8 INVOICING INSTRUCTIONS .....	12
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	12
6.10 APPLICABLE LAWS.....	12
6.11 PRIORITY OF DOCUMENTS .....	13
<b>ANNEX “A” .....</b>	<b>14</b>
REQUIREMENT.....	14
<b>ANNEX “B” .....</b>	<b>17</b>
BASIS OF PAYMENT .....	17
<b>ANNEX “C” TO PART 3 OF THE BID SOLICITATION .....</b>	<b>20</b>
ELECTRONIC PAYMENT INSTRUMENTS.....	20
<b>ANNEX “D” .....</b>	<b>21</b>
BIDDER FORMS.....	21

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments and any other annexes.

### **1.2 Summary**

- 1.2.1** Environment & Climate Change Canada, requires the supply, delivery, and installation of two Total Organic Carbon (TOC) analyzers; one in Burlington, ON and the second in Saskatoon, SK. The requirement will include hands-on training for minimum of three (3) analysts at each location (Burlington, Ontario and Saskatoon, Saskatchewan) along with 7 years of optional warranty coverage for the maintenance of the equipment and software (including software upgrades), as detailed in Annex "A", Requirement, attached hereto.
- 1.2.2** The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

### **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.

## **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](#) (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: 120 days

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

SACC Manual Clause - [B1000T](#) (2014-06-26) Condition of material - Bid

### **2.2 Submission of Bids**

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

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

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: Financial Bid (one (1) hard copy)

Section II: Certifications (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: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

#### **3.1.2 Electronic Payment of Invoices – Bid**

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

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

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

#### **3.1.3 Exchange Rate Fluctuation**

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

#### **Section II: 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 financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Financial Evaluation

##### 4.1.1.1 Mandatory Financial Criteria

The Bidder must provide firm lot pricing in Canadian currency for all items in Annex B entitled "Basis of Payment", Pricing Basis A - Firm Requirement and firm unit prices for Pricing Basis C – Optional Goods and Services and also a percentage value for each point rated criteria in Pricing Basis B – Preferred Options.

The Bidder's pricing must not be indexed to any currency exchange rates or Commercial index. The format of the Pricing Basis must not be altered.

The price of the bid will be evaluated in Canadian dollars, the Harmonized Sales Tax excluded, Delivered Duty Paid, Canadian Customs Duties and Excise Taxes included.

The price used in the evaluation will be the Evaluated Price which is calculated as item i) + item iii) below:

- i) Firm Lot Price from Pricing Basis A - Firm Requirement less the Total Percentage Deduction
- ii) The Total Percentage Deduction is the total percentage points accumulated from the Pricing Basis B - Preferred options
- iii) Firm Unit Prices from Pricing Basis C - Optional Goods and Services.

##### 4.1.1.2 Preferred Options

For each preferred option, the number of points obtained will be equivalent to the percent deductions applied against the lot price in Pricing Basis A – Firm Requirement (for evaluation purposes only).

#### Example: TOC Analyzer

Item #	Preferred Options	Points	Total Percentage Deduction
PO1	UV persulfate oxidation with heating at 80oC or greater	1	1
PO2	Large capacity autosampler	5	n/a
PO3	Automatic shutdown of carrier gas flow at end of run	5	5
PO4	The software having the ability to perform re-analysis of out-of range samples using automatic condition changing (such as varying dilution and injection volume)	1	n/a

PO5	Ability of user to view peaks, post-run, to assess chloride interference	5	5
PO6	An oxidation process which uses a built in system for purify, removing, and venting contaminates in persulfate chemicals before each sample is analyzed	5	5
PO7	Accessible tray layout during analysis run	1	1
PO8	Capability of software and autosampler to add samples to a tray already in progress.	5	n/a
PO9	Instrument background monitoring and correction features and diagnostic capabilities.	5	5
PO10	Report to at least three decimal places	1	n/a
PO11	Data export capability	1	1
Total Percentage Deduction:			-23%

## 4.2 Basis of Selection

4.2.1 A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## 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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

### 5.2.3 OEM Certification

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

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

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

## 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 Requirement

The Contractor agrees to supply to the Environmental & Climate Change Canada the goods and services described in the Contract, including the Requirement at Annex A, in accordance with, and at the prices set out in, the Contract. This includes:

- a) Supplying the purchased Hardware and carrying out the installation on-site of two (2) Total Organic Carbon (TOC) Analyzers and their components as described at Annex A;
- b) Providing the Hardware and Software Documentation described at item 7.3 of Annex A;

c) Providing maintenance and support services for the Hardware and Software as described at Annex B, Basis of payment, Pricing Basis C - Optional Goods and Services;

d) Providing training on-site as described at Annex A, Requirement.

### **6.1.1 Optional Goods and Services**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described in Annex A, Requirement item 6.0 Equipment Support, Maintenance and Software Upgrades and Annex B, Basis of Payment, Pricing Basis C - Optional Goods and Services of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

### **6.2 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.

#### **6.2.1 General Conditions**

[2030](#) (2016-04-04), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

#### **6.2.2 Supplemental General Conditions**

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

[4003](#) (2010-08-16), Licensed Software, and

[4004](#) (2013-04-25), Maintenance and Support Services for Licensed Software, apply to and form part of the Contract

### **6.3 Security Requirements**

**6.3.1** There is no security requirement applicable to the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from contract award to 30 March 2019.

#### **6.4.2 Delivery Date**

All the deliverables must be received on or before 30 March 2018.

#### **6.4.3 Shipping Instructions - Delivered Duty Paid**

Solicitation No. - N° de l'invitation  
KW405-180239/A  
Client Ref. No. - N° de réf. du client  
KW405-18-0239

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-7-48087

Buyer ID - Id de l'acheteur  
KIN710  
CCC No./N° CCC - FMS No./N° VME

---

## Incoterms 2000 "DDP Delivered Duty Paid"

Environment & Climate Change Canada  
National Laboratory for Environmental Testing  
867 Lakeshore Road  
Burlington, Ontario  
L7S 1A1

Environment & Climate Change Canada  
National Hydrology Research Centre  
National Laboratory for Environmental Testing  
11 Innovation Blvd.,  
Saskatoon, Saskatchewan  
S7N 3H5

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

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

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

#### 6.5.2 Project Authority (to be completed by Canada at the time of contract award)

The Project Authority for the Contract is:

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

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the

Solicitation No. - N° de l'invitation  
KW405-180239/A  
Client Ref. No. - N° de réf. du client  
KW405-18-0239

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-7-48087

Buyer ID - Id de l'acheteur  
KIN710  
CCC No./N° CCC - FMS No./N° VME

---

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 (to be completed by the Bidder)

#### General enquiries:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### Delivery follow-up:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 Payment

### 6.6.1 Basis of Payment – Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in Annex B, Pricing Basis A - Firm Requirement for a cost of \$ \_\_\_\_\_ (**insert the amount at contract award**). Customs duties are included and Applicable Taxes are extra.

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

### 6.6.2 Basis of Payment – Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices, as specified in Annex B, Pricing Basis C - Optional Goods & Services for a cost of \$ \_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

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

### 6.6.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

### 6.6.3 Single Payment (Pricing Basis A - Firm Requirement)

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

#### **6.6.4 Advance Payment (Pricing Basis C - Optional Goods & Services)**

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

#### **6.7 Electronic Payment of Invoices – Contract**

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

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

#### **6.8 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### **6.9 Certifications and Additional Information**

##### **6.9.1 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.

#### **6.10 Applicable Laws**

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

### 6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions  
 4001 (2015-04-01) Hardware Purchase, Lease and Maintenance;  
 4003 (2010-08-16) Licensed Software and;  
 4004 (2013-04-25) Maintenance and Support Services for Licensed Software;
- (c) the general conditions 2030 (2016-04-04) Higher Complexity Goods;
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*)

- 6.12 SACC Manual clause [B1501C](#) (2006-06-16) Electrical Equipment  
 SACC Manual clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirement

### 6.13 Hardware: With respect to the provisions of Supplemental General Conditions 4001:

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	[Yes]
Delivery Location and Installation Site	As per Annex "A", Requirement
Contractor must deliver Hardware Documentation	[Yes]
Language of Hardware Documentation	English
Contractor must Install Hardware at time of Delivery	[Yes]
Hardware Warranty Period	Twelve Months after acceptance of the deliverables. The guarantee applies to all the components of the device.
Class of Maintenance Service	On-Site Maintenance Service The required technical support is by telephone or by internet.
Toll-free Telephone Number for Maintenance Service	{to be completed with information from the Contractor at time of award}
Website for Maintenance Service	{to be completed with information from the Contractor at time of award}

---

## ANNEX "A"

### REQUIREMENT

#### 1. Title

Total Organic Carbon (TOC) Auto-Analyzer

#### 2. Background

The TOC Analyzer will be capable of measuring Total Carbon (TC), Inorganic Carbon (IC), Total Organic Carbon (TOC) and Non purgeable Organic Carbon (NPOC) directly in water using a true random access XYZ robotic auto-sampler.

The detection of carbon in samples will be done through a non-dispersive infrared detection as this is the standard and most sensitive means of detecting carbon.

#### 3. Requirement

Environment Canada, National Laboratory for Environmental Testing has a requirement for the supply, delivery, and installation of two Total Organic Analyzers; one in Burlington, ON and the second in Saskatoon, SK, as detailed herein.

#### 4. Minimum Mandatory Technical Specifications

- 4.1 The TOC Analyzer must be based on the principle of UV-Persulfate oxidation using highly-sensitive infrared quantification of Inorganic and Organic Carbon. The carbon dioxide, resulting from the oxidation of the carbon compounds, must be measured directly by a non-dispersive infrared detector.
- 4.2 The TOC analyzer must be capable of safe overnight operation and must have safety features such as automatic shutdown of the UV light source and an interlock switch to turn off the UV lamp in the event that the lamp compartment is opened.
- 4.3 The TOC Analyzer must be capable of measuring Total Carbon (TC), Inorganic Carbon (IC), Total Organic Carbon (TOC) and Non purgeable Organic Carbon (NPOC) directly in water using a true random access XYZ robotic autosampler.
- 4.4 The TOC Analyzer must be capable of detecting NPOC by first removing the IC in a dedicated chamber, measuring NPOC by oxidizing organic compounds in a single dedicated UV chamber. Acidification to remove IC must be done just before analysis in order to prevent precipitation of humic acid in the sample. This feature must be standard and not an add-on accessory.
- 4.5 The TOC Analyzer must have a working range of 0.05 to 3000 mg C/L (with a detection limit of 0.5 µg C/L) and precision of not greater than +/- 2% RSD. Carryover must not be more than 1%. Measurements of less than 0.100 mg C/L will be required when performing quality control tests on washed sample bottles and lab glassware.
- 4.6 To minimize drift due to ambient temperature changes, and to provide more reproducible results, NDIR detector must be thermally stabilized (i.e. 50°C) and utilize micro flow sensor technology. NDIR detector must have a linearity of at least 5 orders of magnitude.

- 4.7 The TOC analyzer must have an analysis time (per sample) of not greater than four minutes per TOC measurement.
- 4.8 The samples must be analyzed automatically with no operator intervention after initial setup. Sample delivery must be software controlled with variable volume injection capability, no sample loops.
- 4.9 The autosampler must have a built in needle rinsing station that allows for rinsing with deionized water or sample to eliminate cross contamination.
- 4.10 The autosampler must also hold a sufficient number of septum sealed sample tubes (no less than 65) for an overnight run. It should be able to use 40 mL tubes (minimum volume). The autosampler must have the ability to pierce the septum sealed tubes.
- 4.11 System must have computer data acquisition and control.
- 4.12 An autosampler, PC computer workstation with Windows 10 (minimum 2 GHz processor, 2 GB RAM, monitor, and printer) and any other components for a complete operating system must be provided.
- 4.13 The instrument must come with all required parts and be able to run analysis upon installation.
- 4.14 The software must have the ability to:
- 1 Automatically shutdown (post-run) the TOC analyzer (especially for an overnight run).
  - 2 Generate multi point calibrations, blank and calibration verification values. These must be retained in memory.
  - 3 Monitor sample analysis in real time. Information provided must include peak profiles, samples names/ IDs, area counts, concentrations, statistics (mean, standard deviation, RSD), date & time of analysis, etc.
  - 4 Store, recall and print all data and peak profiles for review or reporting purposes.
  - 5 Recalculate data function
  - 6 Allow for user definable calibration standards
  - 7 Store and recall customized individual test methods
- 4.15 Desirable features include:
- 1) UV persulfate oxidation with heating at 80°C or greater
  - 2) Large capacity autosampler
  - 3) Automatic shutdown of carrier gas flow at end of run
  - 4) The software having the ability to perform re-analysis of out-of range samples using automatic condition changing (such as varying dilution and injection volume)
  - 5) Ability of user to view peaks, post-run, to assess chloride interference
  - 6) An oxidation process which uses a built in system for purify, removing, and venting contaminants in persulfate chemicals before each sample is analyzed
  - 7) Accessible tray layout during analysis run
  - 8) Capability of software and autosampler to add samples to a tray already in progress.
  - 9) Instrument background monitoring and correction features and diagnostic capabilities.
  - 10) Report to at least three decimal places
  - 11) Data export capability

## 5.0 Deliverables

- 5.1. TOC Auto-Analyzer
- 5.2. Computer, computer system (including all upgrades) and operating software program
- 5.3. Delivery, Installation and Training; one system and associated training to Burlington, Ontario and the second system and associated training to Saskatoon, Saskatchewan as described in the Basis of Payment, Annex B

## 6.0 Equipment Support, Maintenance and Software Upgrades

- 6.1 The Contractor must provide on-site maintenance services for the duration of the contract for (2) TOC Analyzers and (2) computers including all preventive maintenance in accordance with manufacturer's recommended maintenance schedule and all repair maintenance services, software updates and annual check-ups including clean-up of the unit at the end of each year for the duration of the contract period.

## 7.0 Other Requirements

- 7.1 The Contractor must install the TOC Auto-Analyzer on site and configure the apparatus (to ensure that it is in proper working order) and is responsible for providing labor and covering own travel expenses.
- 7.2 The Contractor must provide a minimum of two days of training on site, for three (3) operators, in the use and maintenance of the TOC Auto-Analyzer for Environment & Climate Change Canada, located at each of the following two locations:

Environment & Climate Change Canada  
National Laboratory for Environmental Testing  
867 Lakeshore Road  
Burlington, Ontario  
L7S 1A1  
Canada

Environment & Climate Change Canada  
National Hydrology Research Centre  
National Laboratory for Environmental Testing  
11 Innovation Blvd.,  
Saskatoon, Saskatchewan  
S7N 3H5

and is responsible for providing labour and covering all own travel expenses.

- 7.3 The Contractor must provide in English complete and current user documentation for the delivered TOC Auto-Analyzer, including all technical reference manuals and user and maintenance guides of the original equipment manufacturer in both hard copy and electronic PDF format.
- 7.4 The Contractor must provide technical support response within 24 hours to address instrument concerns and minimize instrument down time in case of equipment malfunction or operational questions or technical support during the warranty period.

**ANNEX "B"**

**BASIS OF PAYMENT**

Firm lot prices, all inclusive, in Canadian funds, Delivered Duty Paid "DDP" for the supply, delivery, installation of two Total Organic Carbon (TOC) Analyzers and associated computer equipment and training. Prices include Canadian customs duties and excise taxes as applicable and Taxes Extra.

**Pricing Basis A - Firm Requirement:**

Item	Description	Quantity	Firm Lot Prices
1.0	<p>The Total Organic Carbon (TOC) Analyzers including their main components as per minimum technical specifications located in Annex "A", <b><u>including maintenance, extended warranty and support services for a period of one (1) year</u></b>, from the acceptance of the deliverables, according to the Annex A, Requirement.</p> <p>Specify the brand and the model of the proposed device _____:</p>	<p>1 Lot Burlington (Ontario)</p> <p>1 Lot Saskatoon (Saskatchewan)</p>	<p>\$ _____ /Lot</p> <p>\$ _____ /Lot</p>
1.1	<p>Installation and Training on site at ECCC's Burlington (Ontario) and Saskatoon (Saskatchewan) locations for up to 2 persons in the use and maintenance of the TOC Analyzer, for a minimum of two (2) days (where 1 day = 7.5 hours).</p> <p>The Contractor is responsible for providing labour and covering their own travel expenses.</p>	<p>2 days Burlington (Ontario)</p> <p>2 days Saskatoon (Saskatchewan)</p>	<p>\$ _____ / 2 days</p> <p>\$ _____ / 2 days</p>
<b>Total Lot Prices</b>			<p>\$ _____</p>

**Pricing Basis B – Preferred Options**

*For each preferred option, the number of points obtained will be equivalent to the percent deductions applied against the lot price in Pricing Basis A – Firm Requirement (for evaluation purposes only).*

*All information in italics are for evaluation purposes only and will be removed from any resultant contract.*

<b>Item #</b>	<b>Preferred Options</b>	<b>Points</b>	<b>Total Percentage Deduction</b>
<i>P01</i>	<i>UV persulfate oxidation with heating at 80oC or greater</i>	<i>1</i>	
<i>P02</i>	<i>Large capacity autosampler</i>	<i>5</i>	
<i>P03</i>	<i>Automatic shutdown of carrier gas flow at end of run</i>	<i>5</i>	
<i>P04</i>	<i>The software having the ability to perform re-analysis of out-of range samples using automatic condition changing (such as varying dilution and injection volume)</i>	<i>1</i>	
<i>P05</i>	<i>Ability of user to view peaks, post-run, to assess chloride interference</i>	<i>5</i>	
<i>P06</i>	<i>An oxidation process which uses a built in system for purify, removing, and venting contaminates in persulfate chemicals before each sample is analyzed</i>	<i>5</i>	
<i>P07</i>	<i>Accessible tray layout during analysis run</i>	<i>1</i>	
<i>P08</i>	<i>Capability of software and autosampler to add samples to a tray already in progress.</i>	<i>5</i>	
<i>P09</i>	<i>Instrument background monitoring and correction features and diagnostic capabilities.</i>	<i>5</i>	
<i>P010</i>	<i>Report to at least three decimal places</i>	<i>1</i>	
<i>P011</i>	<i>Data export capability</i>	<i>1</i>	
<b>Total Percentage Deduction:</b>			<b>%</b>

Solicitation No. - N° de l'invitation  
 KW405-180239/A  
 Client Ref. No. - N° de réf. du client  
 KW405-18-0239

Amd. No. - N° de la modif.  
 KIN710  
 File No. - N° du dossier  
 KIN-7-48087

Buyer ID - Id de l'acheteur  
 KIN710  
 CCC No./N° CCC - FMS No./N° VME

**Pricing Basis C – Optional Goods and Services**

Equipment Support, Maintenance and Software Upgrades:

Includes, extended warranty and service at the end of the 1 year warranty period.

- Option Year 1: March 31, 2019 to March 30, 2020
- Option Year 2: March 31, 2020 to March 30, 2021
- Option Year 3: March 31, 2021 to March 30, 2022
- Option Year 4: March 31, 2022 to March 30, 2023
- Option Year 5: March 31, 2023 to March 30, 2024
- Option Year 6: March 31, 2024 to March 30, 2025
- Option Year 7: March 31, 2025 to March 30, 2026

DESCRIPTION	Quantity (QTY)	Option Year 1 Firm Unit Price (\$)	Option Year 2 Firm Unit Price (\$)	Option Year 3 Firm Unit Price (\$)	Option Year 4 Firm Unit Price (\$)	Option Year 5 Firm Unit Price (\$)	Option Year 6 Firm Unit Price (\$)	Option Year 7 Firm Unit Price (\$)
Equipment Support, Maintenance and Software Upgrades which includes;	1							
Equipment maintenance for (2) TOC Analyzers and (2) computers including all preventive maintenance in accordance with manufacturer's recommended maintenance schedule and all repair maintenance services								
Software updates								
Annual check-up including clean-up of all components and recalibration of the unit at the end of each year for the duration of the contract								
Extension of the warranty								
<b>Total</b>		\$	\$	\$	\$	\$	\$	\$

Solicitation No. - N° de l'invitation  
KW405-180239/A  
Client Ref. No. - N° de réf. du client  
KW405-18-0239

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-7-48087

Buyer ID - Id de l'acheteur  
KIN710  
CCC No./N° CCC - FMS No./N° VME

---

## **ANNEX "C" to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts to be paid by 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)

Solicitation No. - N° de l'invitation  
KW405-180239/A  
Client Ref. No. - N° de réf. du client  
KW405-18-0239

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-7-48087

Buyer ID - Id de l'acheteur  
KIN710  
CCC No./N° CCC - FMS No./N° VME

**ANNEX "D"**

**BIDDER FORMS**

**OEM Certification Form**

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

Name of OEM \_\_\_\_\_

Signature of authorized signatory of OEM \_\_\_\_\_

Print Name of authorized signatory of OEM \_\_\_\_\_

Print Title of authorized signatory of OEM \_\_\_\_\_

Address for authorized signatory of OEM \_\_\_\_\_

Telephone no. for authorized signatory of OEM \_\_\_\_\_

Fax no. for authorized signatory of OEM \_\_\_\_\_

Date signed \_\_\_\_\_

Solicitation Number \_\_\_\_\_

Name of Bidder \_\_\_\_\_