



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
Room 100,  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3B 0T6  
Bid Fax: (204) 983-0338

**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> High Resolution Mass Spectrometer	
<b>Solicitation No. - N° de l'invitation</b> 5K003-170791/A	<b>Date</b> 2017-11-06
<b>Client Reference No. - N° de référence du client</b> 5K003-170791	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$WPG-006-10355	
<b>File No. - N° de dossier</b> WPG-7-40132 (006)	<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 2017-12-04</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Central Standard Time CST	
<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> Graham, Danielle	<b>Buyer Id - Id de l'acheteur</b> wpg006
<b>Telephone No. - N° de téléphone</b> (204) 292-2872 ( )	<b>FAX No. - N° de FAX</b> (204) 983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Canadian Grain Commission Grain Research Lab 1629-303 Main Street R3C 3G8	

**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 Canada - Western  
Region  
Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3B 0T6

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

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

### **1.2 Debriefings**

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

### **1.3 Trade Agreements**

The requirement is subject to the provisions of the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

## **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: 90 days

### **2.2 Submission of Bids**

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

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

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit

the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 hard copy)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 hard copy)

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

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

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

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

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

#### Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

### 3.1.1 Electronic Payment of Invoices – Bid

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

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

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

### 3.1.2 Exchange Rate Fluctuation

[C3011T](#) 2013-11-05, Exchange Rate Fluctuation

### 3.1.3 SACC Manual Clauses

#### 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

- a) Compliance with meeting all of the mandatory specification requirements, as identified under Annex "A", Requirement.
- b) Compliance with the Basis of Payment, as identified under Annex "B".

#### 4.1.2 Financial Evaluation

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

### 4.2 Basis of Selection

#### 4.2.1 Basis of Selection - Mandatory Technical Criteria

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

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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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 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 provided 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Security Requirements**

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

### **6.2 Requirement**

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

### **6.3 Standard Clauses and Conditions**

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

#### **6.3.1 General Conditions**

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

#### **6.3.2 2030 27 (2008-05-12) Intellectual property infringement and royalties**

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to [Department of Justice Act](#), R.S. 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
  - a. Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - b. Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - c. the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - d. the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if

the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
  - a. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - b. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - c. take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

### **6.3.3 Supplemental General Conditions**

[4001](#) (2015-04-01) Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract.  
[4003](#) (2010-08-16) Licensed Software, apply to and form part of the Contract.

## **6.4 Term of Contract**

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

The period of the Contract is from date of Contract to March 31, 2018 inclusive.

### **6.4.2 Delivery Date**

All the deliverables must be received on or before March 23, 2018.

### **6.4.3 Optional Goods and/or Services**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A 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 within 12 months after contract award by sending a written notice to the Contractor.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Solicitation No. - N° de l'invitation  
5K003-170791/A  
Client Ref. No. - N° de réf. du client  
5K003-170791

Amd. No. - N° de la modif.  
File No. - N° du dossier  
wpg-7-40132

Buyer ID - Id de l'acheteur  
wpg006  
CCC No./N° CCC - FMS No./N° VME

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Name: Danielle Graham  
Title: Procurement Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
100 - 167 Lombard Avenue Winnipeg,  
MB. R3B 0T6

Telephone: 204-292-2872  
Facsimile: 204-983-7796  
E-mail address: [danielle.graham@pwgsc-tpsgc.gc.ca](mailto:danielle.graham@pwgsc-tpsgc.gc.ca)

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

### 6.5.2 Project Authority

The Project Authority for the Contract is: TBD

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

### 6.5.3 Contractor's Representative

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

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

Facsimile: \_\_\_\_\_

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

## 6.6 Payment

### 6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex B for a cost of **\$TBD**. Customs duties are excluded and Applicable Taxes are extra.

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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 Multiple Payments**

SACC Manual clause [H1001C](#) (2008-05-12) Multiple Payments.

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

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

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

### **6.7 Invoicing Instructions**

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

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

### **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.

#### **6.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms 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 Manitoba.

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File No. - N° du dossier  
wpg-7-40132

Buyer ID - Id de l'acheteur  
wpg006  
CCC No./N° CCC - FMS No./N° VME

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## 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, apply to and form part of the Contract.
- (c) the supplemental general conditions 4003 (2010-08-16) Licensed Software, apply to and form part of the Contract.
- (d) the general conditions 2010A (2016-04-04), General Conditions - Goods (Medium Complexity);
- (e) Annex A, Requirement;
- (f) Annex B, Basis of Payment;
- (g) the Contractor's bid dated TBD.

## 6.11 SACC Manual Clauses

B1501C	(2006-06-16)	Electrical Equipment
B7500C	(2006-06-16)	Excess Goods
G1005C	(2008-05-12)	Insurance - No Specific Requirement

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5K003-170791

Amd. No. - N° de la modif.  
File No. - N° du dossier  
wpg-7-40132

Buyer ID - Id de l'acheteur  
wpg006  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX A**  
**REQUIREMENT**

## ANNEX "A"

### Statement of Requirement

#### Background

This new HRMS is to complement the Department's existing Quadrupole Time of Flight (Q-ToF) instrument utilizing a variety of different fragmentation techniques as operational research requires. Current MS studies using the QToF system have revealed a host of important and previously unknown data with respect to Canadian wheat proteins and their potential impact on quality. However the QToF system does not offer the capability to do multiple sequential fragmentation to delve deeper into the molecular structure of the wheat proteins. The MS unit we require will offer the current QToF intact protein capabilities yet offer extended sequential fragmentation (MS<sup>n</sup>) to investigate key structural anomalies which may be impacting end product quality. The information obtained from the QToF system highlighted the valuable information possible to investigate other grains under the mandate of the CGC. The purpose of the required unit is to augment this capability for other grains while offering more advanced structural analyses capabilities available than in our current system.

The unit is required for quality focused research capable of performing repetitive molecular fragmentation (MS<sup>n</sup>), ideally greater than n=3, to provide detailed top down and bottom up analysis of molecular structures of organic molecules extracted from the grains. Understanding the nature and modifications of these molecules' structures (ie: proteins, sugars) is essential to the comprehension of their role in end product quality.

The HRMS must be designed to do multiple iterations of molecule fragmentation (MS<sup>n</sup>) utilizing a variety of different ionization techniques. Molecule and precursor fragmentation can be achieved by ETD and CID initially but the unit must be able to employ other techniques in the future without substantial retrofitting.

#### Requirement

The Grain Research Laboratory (GRL) of the Canadian Grain Commissions (CGC) has a requirement for the supply, delivery, installation and training of (1) one high resolution mass spectrometer (HRMS).

#### Optional Goods

One (1) Additional Personal Computer for Data Processing may be purchased as an irrevocable option.

#### Delivery Time/ Location

The unit is required completely installed within the laboratory and training provided no later than March 23, 2018.

FOB Destination :  
Canadian Grain Commission  
1629-303 Main Street  
Winnipeg MB R3C 3G8

**A complete list of the minimum mandatory performance specifications are detailed below in the "Compliance Matrix". Bidders are to clearly demonstrate compliance with each mandatory specification.**

1. Bidders must show compliance by addressing each performance specification in the Compliance Matrix, whether the product offered "meets" or "doesn't meet"
2. Bidders are requested to indicate how they meet each performance specification by recording this information under the Cross-Reference column in the Compliance Matrix.
3. It is requested that supporting technical documentation, including but not limited to, specification sheets, technical brochures, photographs or illustrations be provided with the bid at solicitation close and be cross-referenced on the Compliance Matrix for each performance specification to outline where in the supporting documentation it demonstrates compliance. It is the Bidders responsibility to ensure that the submitted supporting documentation provides detail to prove that the proposed product(s) and/or service(s) meet the requirements of the Performance Specification. If published supporting technical document is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.
4. If Canada requests additional supporting documentation for any of the mandatory Specifications, or if the documentation as requested in the Matrix below has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with this request or any other request for supporting documentation within the specified time period, will deem the bid non-responsive and the bid will be given no further consideration.
5. Bidders must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal (RFP) document.
6. Failure to meet each mandatory performance specification will result in the bid being deemed non-responsive, and be given no further consideration.

### Compliance Matrix - Minimum Mandatory Criteria

The Matrix below displays each required item in bold type followed by a list of mandatory specifications that must be met to confirm bid compliance. Information criteria is information that should be provided with the bid, but are not a specific technical criteria; nor are they considered as an evaluation criterion and will not be evaluated. If information is not provided see #4 above for process.		Criteria Met/ Item Provided?	Vendor should indicate where specification can be found in supporting documentation where applicable or respond based on "Expectation" instructions	Expectation
Line Item #	Evaluation Criteria	MET (Y/N) <b>(Completed by Vendor)</b>	Cross-reference If Applicable <b>(Completed by Vendor)</b>	What is expected in your proposal
	The Canadian Grain Commission's (CGC) Grain Research Laboratory has a requirement for the supply, delivery, installation of and training for one (1) high resolution mass spectrometer and related peripheral hardware and software.			
1.0	<b>Part 1: GENERAL PERFORMANCE SPECIFICATIONS</b>			
<b>Mandatory Specification 1.1</b>	All equipment must be new (not previously used for demonstration or loan), in that it must not include refurbished equipment, and in that all equipment must be of current manufacture.			Confirm your commitment to meet this requirement.

<b>Mandatory Specification 1.2</b>	The instrument must be composed of standard equipment requiring no further research or development, must be a model in current production and conform to the current issue of the applicable specification and/or part number of the Original Equipment Manufacturer (OEM).			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 1.3</b>	All components of the system except for the PC but including the software must remain current and fully supported (serviceable and OEM repair parts in regular stock) for a minimum of five years from the date of installation.			Confirm your commitment to meet this requirement.
<b>Mandatory Specification 1.4</b>	Delivery, installation/demonstration of functionality to factory specs, and training must be complete on or before March 23, 2018.			Confirm your commitment to these supply requirements.
<b>Mandatory Specification 1.5</b>	The Bidder must be an Authorized seller for the Unit they are offering to the Crown.			Confirm your commitment to meet this requirement.
<b>2</b>	<b>Part 2: INSTRUMENT SPECIFICATIONS</b>			
<b>Mandatory Specification 2.1</b>	The system must be comprised of a mass spectrometer with electron transfer dissociation (ETD) capability, personal computer(s) (PC) for instrument control and data processing plus software, uninterruptable power supply (UPS), nitrogen generator and associated peripheral components as described below:			
<b>2.2</b>	<b>Mass Spectrometer</b>			
<b>Mandatory Specification 2.2.1</b>	Must be configured with an electrospray source (ESI) capable of accepting ultra-high pressure liquid chromatography (UPLC) flow rates of 50 - 1500 microliters per minute ( $\mu\text{L}/\text{min}$ ) without splitting.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.2.2</b>	Must include a nanospray source capable of static nanospray. This source must be user-installable and not require venting the mass spectrometer.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.2.3</b>	Must be engineered to remove neutral species from the ion beam prior to analysis.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.2.4</b>	Must have a quadrupole mass filter with a mass range from minimum 50 m/z (mass charge) to 3000 m/z and be capable of selecting masses with an isolation window narrower than 1 Dalton (Da).			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.2.5</b>	All ion optics must be capable of efficiently trapping the entire mass range selectable by the quadrupole (50-3000 m/z)			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.2.6</b>	Must be capable of resolution (R) greater than 100,000 between m/z 400 and 2,500 for both precursor and fragment ion scans with a scan time of 1 second or less.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.2.7</b>	Must have at minimum the fragmentation methods of charge induced dissociation (CID) and electron transfer dissociation (ETD).			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.2.8</b>	Must contain an ion trap enabling at least three successive rounds of MS-MS ( $\text{MS}^2$ ) using variable fragmentation techniques, at minimum CID and ETD and allow high resolution detection of product ions (refer to Section 2.2.6). Note that trademarked capabilities such as $\text{MS}^E$ and $\text{MS}^{\text{ALL}}$ are $\text{MS}^2$ applications and do not meet this requirement.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.2.9</b>	Must be able to utilize automatically detect precursor ions for further characterization, utilize minimum three successive rounds of MS-MS (i.e. $\text{MS}^2$ ) and automatically select a fragmentation method (e.g. CID or ETD) based on prescribed rules, during a chromatographic run. This functionality must be a regular, predefined capability selectable during method generation.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.2.10</b>	Must be able to scan in positive and negative ion mode within a chromatographic/direct infusion analysis. i.e. Polarity switching must be a selectable, supported option in the control software and the cycle time for completing a scan in each mode must be less than 2 seconds.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.2.11</b>	Must have both external and internal mass accuracy calibration capabilities.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.2.12</b>	Must have a minimum 3 log ( $10^3$ ) within-scan dynamic range			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Information Criteria 2.2.13</b>	Should explicitly state the minimum safe distance for persons with sensitive electronic or metallic medical implants.	n/a		Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.2.14</b>	Must be equipped with a means of direct infusion of samples into the mass spectrometer without a Liquid Chromatograph (LC) system e.g. syringe pump or similar delivery system.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.2.15</b>	Must include all required hardware and software to be coupled to an existing CGC Waters I-Class and Waters Classic UPLC system by OEM vendor agreement.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.

<b>2.3</b>	<b>Nitrogen Generator:</b>			
<b>Mandatory Specification 2.3.1</b>	Must be of a redundant double compressor design to allow for continued operation in the event of a compressor failure.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.3.2</b>	Must include a nitrogen generator capable of supplying at minimum 150% of the gas requirement for the instrument.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.3.3</b>	Must be compatible with the mass spectrometer.			Mass spectrometer vendor affirmation of compatibility.
<b>Mandatory Specification 2.3.4</b>	Must include all required gas and electrical fittings and accessories to be interfaced to the mass spectrometer system during installation.			Mass spectrometer vendor affirmation of compatibility.
<b>Mandatory Specification 2.3.5</b>	Must come equipped to utilize existing power supply in the lab; 208V 15 amp circuit with NEMA 6-15R receptacle. If a transformer is required, it must be covered by the factory warranty of either the nitrogen generator or the mass spectrometer.			Mass spectrometer vendor affirmation of compatibility.
<b>2.4</b>	<b>Uninterruptible Power Supply (UPS):</b>			
<b>Mandatory Specification 2.4.1</b>	Must be compatible with the mass spectrometer.			Mass spectrometer vendor affirmation of compatibility.
<b>Mandatory Specification 2.4.2</b>	Must be capable of delivering the required power (voltage and amperage) to the mass spectrometer components and filtering power to meet mass spectrometer requirements.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.4.3</b>	Must include all required electrical fittings and accessories to be interfaced to the mass spectrometer system during installation.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>2.5</b>	<b>Personal Computer (PC) to Control the Mass Spectrometer :</b>			
<b>Mandatory Specification 2.5.1</b>	Must be installed with Windows 7 Professional or newer, must be 64 bit and must be certified by the OEM or designated authority to meet or exceed the software and hardware requirements of the instrument.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.5.2</b>	Must be able to interface with the CGC owned Waters Acquity Classic and Waters Acquity I-Class UPLC.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.5.3</b>	Must contain one more Ethernet controller (Gigabit LAN or faster) than is required for interface to the instrument, including a Waters UPLC as specified in Section 2.5.2.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>2.6</b>	<b>Personal Computer (PC) for Data Processing:</b>			
<b>Mandatory Specification 2.6.1</b>	Must contain a dual processor motherboard.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.6.2</b>	Must have two processors, minimum Intel Xeon E5 vintage (product release date less than 2 years), each Central Processing Unit (CPU) having minimum 12 cores and hyperthreading capability.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.6.3</b>	Must have at minimum 128 GB of ram, equally divided between all available RAM slots on the motherboard using RAM of the same make, model and size. RAM speed must match or exceed that of the CPU bus speed.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.6.4</b>	Must have a video card which contains minimum 4 GB dedicated (unshared) DDR4 RAM and minimum two video display ports.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.6.5</b>	Must be capable of RAID 5 or 10 with at least one hot spare.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.6.6</b>	Must have one solid state drive, minimum 1 TB, installed as the boot drive.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.6.7</b>	Must include four hard drives (4 TB each). Drives must be rated for RAID performance and be of the same make and model. If installed, the drives must be in RAID 5 or 10 with two drives used for striping, one for parity and one designated as a hot spare.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.6.8</b>	Must provide at minimum 3 year warranty for data processing computer and components.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.6.9</b>	Must include two LCD monitors, one minimum 22 inch and one minimum 28 inch.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>2.7</b>	<b>Software Used to Control The Mass Spectrometer:</b>			
<b>Mandatory Specification 2.7.1</b>	Must fully control the mass spectrometer and Waters UPLC systems specified in Section 2.5.2 through OEM agreement.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.7.2</b>	Must perform and track diagnostic tests on the mass spectrometer.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.

<b>Mandatory Specification 2.7.3</b>	Software must be compatible with 64 bit Windows 7 Professional or higher.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.7.4</b>	Must include one additional Ethernet Network controller to support CGC network, in addition to any controllers required for software to control the mass spectrometer system and one UPLC (refer to Section 2.5.2).			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>2.8</b>	<b>Data processing workflow requirements - Included software package(s):</b>			
<b>Mandatory Specification 2.8.1</b>	All software must be fully supported by the OEM of the mass spectrometer. Any third party software must also be guaranteed by the vendor to be fully compatible with data from the mass spectrometer.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.8.2</b>	Must be capable of deconvoluting intact protein masses from complex mixtures containing 100 or more protein species that are not chromatographically resolved.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.8.3</b>	Must be able to detect and report intact proteins without using chromatographic integration of a total ion current (TIC), base peak intensity (BIP) or similar chromatogram.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.8.4</b>	Must be capable of performing intact protein mass deconvolution on data whether or not it is mono-isotopically resolved with an accuracy of 0.01% or better and precision of 0.01% or better.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.8.5</b>	Must be capable of interpreting top and middle down proteomic analysis data obtained by ETD or other fragmentation methods.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.8.6</b>	Must be capable of obtaining accurate intensities for proteins from the underlying mass spectrometric data.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.8.7</b>	Must be capable of comparing two or more samples using the protein and peptide components (presence and intensity) and be able to summarize and report differences.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>Mandatory Specification 2.8.8</b>	Must be able to perform database searching to match top- and middle-down protein data to known sequences.			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
<b>2.9</b>	<b>Future Upgradeability</b>			
<b>Mandatory Specification 2.9.1</b>	At the time of purchase the following add-on functionalities must exist and be installable on the mass spectrometer: Laser-based fragmentation, ion mobility and capillary electrophoresis.			Confirm commitment to meet this requirement.
<b>Mandatory Specification 2.9.2</b>	The commercial products required for upgradeability options must be discrete consumer products designed and sold specifically for the specified capability (i.e. no reverse engineering or in-development products) for the make and model of mass spectrometer provided in the bid. If the add-on product is from a third party, the interface and function of the add-on must be fully supported by both OEMs i.e. explicitly stated to be compatible, supported and will not invalidate the warranty and/or service contract in force for the mass spectrometer or the add-on.			Confirm commitment to meet this requirement.
<b>3.0</b>	<b>Part 3: ELECTRICAL SPECIFICATIONS</b>			
<b>Mandatory Specification 3.1</b>	All components of the equipment must be certified to meet Canadian manufacturing standards by an accrediting body recognized by Canada, for example the Canadian Standards Association (CSA) or Underwriters Laboratory of Canada (ULC). Certification may be obtained after delivery but must be completed prior to installation, respecting the terms in Section 1.4. The total cost for certification and modifications required to meet regulations is the responsibility of the bidder.			Disclose all certifications for each component (collectively if all components bear the same certifications) and from which country. Confirm your commitment to this supply requirement.
<b>4.0</b>	<b>Part 4: DOCUMENTATION &amp; MANUALS</b>			
<b>4.1</b>	Documentation/Technical Manuals. The Contractor must provide a complete and current set of end-user documentation with each system delivered. Also must provide technical reference manuals from the Original Equipment Manufacturer (OEM) for each item delivered. Manuals must be in English.			Confirm your commitment to the provision of documentation/technical manuals.
<b>5.0</b>	<b>Part 5: TRAINING</b>			
<b>Mandatory Specification 5.1</b>	Must provide on-site training for minimum three Canadian Grain Commission staff by a qualified service engineer. Training must include at least three days of instruction on all modes of operation of the instrument and all features of the operating (data handling software to be completed on or before March 23, 2018.			Demonstrate your commitment to meeting this requirement.

<b>6.0</b>	<b>Part 6: WARRANTY</b>			
<b>Mandatory Specification 6.1</b>	A minimum twelve month full warranty period on all hardware and software must begin on the date of acceptance of the system. Warranty must cover all costs (e.g. services, parts, labor and travel/lodging) for warranty-related service at no additional cost.			Identify clearly in your proposal how you meet the warranty requirements.
<b>Mandatory Specification 6.2</b>	Warranty period must include OEM authorized phone technical support (troubleshooting, operations and application support) and on-site service.			Identify clearly in your proposal how you meet the warranty requirements.
<b>7.0</b>	<b>Part 7: TECHNICAL SUPPORT</b>			
<b>Mandatory Specification 7.1</b>	Telephone technical support (troubleshooting, operations and application support) must be provided by live agents (not voicemail and callbacks) in English. Support to be provided during regular business hours; Monday to Friday between 8:30 AM and 4:30 PM CST excepting North American holidays.			Identify clearly in your proposal how you meet the technical support requirements.
<b>Mandatory Specification 7.2</b>	The service standard for callback by a qualified support representative must be less than 24 hours from first contact with the call center.			Identify clearly in your proposal how you meet the technical support requirements.
<b>Mandatory Specification 7.3</b>	Field service engineers must be OEM trained and authorized for all components of the system.			Identify clearly in your proposal how you meet the technical support requirements.
<b>Mandatory Specification 7.4</b>	Service standard for site visits, when required, must be within three business days			Identify clearly in your proposal how you meet the technical support requirements.
<b>Mandatory Specification 7.5</b>	Service contracts for preventative maintenance, technical support (phone and web) and repair must be available by field service engineers and qualified experts as outlined in this section.			Identify clearly in your proposal how you meet the technical support requirements.

## ANNEX B

### BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm lot prices, as specified below. Applicable taxes are extra, if applicable, and to be shown as a separate item on any resulting invoice.

PRICING is firm lot price, including all costs associated with providing the requirement in accordance with Annex A, including all customs duties, FOB destination.

**Delivery, FOB Destination:** Canadian Grain Commission  
 1629 – 303 Main Street  
 Winnipeg, Manitoba R3C 3G8 CANADA

When completed, the Basis of Payment will be considered as the Bidder's Financial Bid.

**TABLE 1: BASIS OF PAYMENT – Firm Lot Price.**

Item	Description	Qty	Unit of Issue	Lot Price (CAD only)
1	Mass Spectrometer in accordance with mandatory performance specifications detailed in Annex A – Statement of Requirement and Mandatory Technical Specifications Matrix.	1	Lot	\$
2	Nitrogen Generator	1	Lot	\$
3	Uninterrupted Power Supply	1	Lot	\$
4	Personal Computer to Control Mass Spectrometer	1	Lot	\$
5	Personal Computer for Data Processing	1	Lot	\$
6	Software	1	Lot	\$
7	Installation	1	Lot	\$
8	Training	1	Lot	\$
9	<b>Delivery Charges:</b> Shipping and handling charges, including off-loading charges, FOB Destination to 1629 – 303 Main Street, Winnipeg, MB, R3C 3G8			\$
<b>SUB-TOTAL (i):</b>				\$
<b>Taxes (as applicable):</b>				\$
<b>TOTAL:</b>				\$

Solicitation No. - N° de l'invitation  
5K003-170791/A  
Client Ref. No. - N° de réf. du client  
5K003-170791

Amd. No. - N° de la modif.  
File No. - N° du dossier  
wpg-7-40132

Buyer ID - Id de l'acheteur  
wpg006  
CCC No./N° CCC - FMS No./N° VME

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**TABLE 2. OPTION TO PURCHASE**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A 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 within 12 months after contract award by sending a written notice to the Contractor.

Item	Description	Qty	Unit of Issue	Extended Price (CAD only)
1	Additional Personal Computer for Data Processing.	1	lot	\$
2	<b>Delivery Charges:</b> Shipping and handling charges, including off-loading charges, FOB Destination to 1629 – 303 Main Street, Winnipeg, MB, R3C 3G8	1	lot	\$
<b>SUB-TOTAL (ii):</b>				\$
<b>Taxes (as applicable):</b>				\$
<b>TOTAL:</b>				\$

**TOTAL EVALUATED PRICE: Subtotal (i) + (ii) = \$ \_\_\_\_\_**

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## ANNEX C to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)