



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

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

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

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

Title - Sujet Filter Weighing Chamber (FWC)	
Solicitation No. - N° de l'invitation K8A21-180539/A	Date 2017-11-30
Client Reference No. - N° de référence du client K8A21-180539	
GETS Reference No. - N° de référence de SEAG PW-\$\$PV-904-73854	
File No. - N° de dossier pv904.K8A21-180539	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-01-10	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Frigon, Francine	Buyer Id - Id de l'acheteur pv904
Telephone No. - N° de téléphone (819) 743-4279 ()	FAX No. - N° de FAX (819) 956-3814
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Environment and Climate Change Canada Emissions Research and Measurements 335 River Rd, Ottawa, Ontario K1V 1C7	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 SECURITY REQUIREMENTS.....	3
1.2 REQUIREMENT	3
1.3 DEBRIEFINGS	3
1.4 TRADE AGREEMENTS	3
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	3
2.2 SUBMISSION OF BIDS.....	4
2.3 ENQUIRIES - BID SOLICITATION.....	4
2.4 APPLICABLE LAWS.....	4
PART 3 - BID PREPARATION INSTRUCTIONS.....	5
3.1 BID PREPARATION INSTRUCTIONS	5
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.1 EVALUATION PROCEDURES.....	7
4.2 BASIS OF SELECTION.....	7
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	8
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	8
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	8
PART 6 - RESULTING CONTRACT CLAUSES	9
6.1 SECURITY REQUIREMENTS	9
6.2 REQUIREMENT	9
6.2.1 REQUIREMENT	9
6.2.2 OPTIONAL REQUIREMENT.....	9
6.3 STANDARD CLAUSES AND CONDITIONS.....	10
6.4 TERM OF CONTRACT	11
6.5 AUTHORITIES	12
6.6 PAYMENT	13
6.7 INVOICING INSTRUCTIONS	14
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	14
6.9 APPLICABLE LAWS.....	14
6.10 PRIORITY OF DOCUMENTS	14
6.11 SACC <i>MANUAL</i> CLAUSES.....	15
6.12 SHIPPING INSTRUCTIONS	15
6.12.1 SHIPPING INSTRUCTIONS - DELIVERY AT DESTINATION	15
ANNEX A"	16
PART 1 - REQUIREMENT	16
PART 2.1 - MANDATORY TECHNICAL EVALUATION CRITERIA	19
ANNEX "B"	24
PRICING TABLES	24
ANNEX "C"	25

Solicitation No. - N° de l'invitation
K8A21-180539/A
Client Ref. No. - N° de réf. du client
K8A21-180539

Amd. No. - N° de la modif.
File No. - N° du dossier
pv904.K8A21-180539

Buyer ID - Id de l'acheteur
pv904
CCC No./N° CCC - FMS No./N° VME

LIST OF PRODUCTS	25
ANNEX "D"	26
COMPLETE LIST OF DIRECTORS	26
ANNEX "E" TO PART 3 OF THE BID SOLICITATION	27
ELECTRONIC PAYMENT INSTRUMENTS	27

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to this requirement.

1.2 Requirement

The requirement is detailed under Annex "A".

1.3 Debriefings

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

1.4 Trade Agreements

"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), 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>) 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

2.1.1 SACC Manual Clauses

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

2.2 Submission of Bids

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

Bid Receiving - PWGSC

Place du Portage, Phase III, Tower B, Core 0B2
11 Laurier Street
Gatineau, Quebec
K1A 0S5

Telephone: (819) 420-7201
Fax No.: (819) 997-9776

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

No proposal shall be sent directly to the PWGSC Contracting Authority.

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

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: Technical Bid (two (2) hard copies)

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

Section III: Certifications (two (2) hard copies)

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

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

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

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

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

Section I: Technical Bid

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

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

The technical bid consists of the following:

- (a) **Supporting Technical documentation:** Technical brochures or technical data to demonstrate compliancy to the requirement as described in Annex "A".
- (b) **List of Products:** Bidders must include a complete product list identifying: the product name; the name of manufacturer; the model and part number of each component which make up the system. Bidders must also state the point of manufacture and shipping of goods or where service is to be performed: The bidder is requested to use the form provided in Annex "C".

- (c) **Installation Plan:** Bidders should include an installation plan (including the installation schedule), which must demonstrate that the Bidder's installation plan meets all the mandatory requirements for installation described Annex "A".
- (d) **Training Plan:** Bidders should include a training plan, which must demonstrate that the Bidder's training plan meets all the mandatory requirements for training described in Annex "A". The training plan must include, at a minimum, a description of the course materials that will be provided to participants; the training schedule; and the duration of the training.
- (e) **Description of the Bidder's Warranty including Maintenance and Support Services:** Bidders should include a description of its warranty including maintenance and support services, which must be consistent with all the requirements described in Annex "A". At a minimum, Bidders should include the following:
- (i) Location of available service facilities (after sales service and repair). List the service facilities closest to the destination.
 - (ii) Locations of available replacement parts from consumables to major components.
 - (iii) Response time re: service calls, and escalation schedule, i.e. (how many days with no resolution to a problem until a more experienced person is called in, and from which location).
 - (iv) List the frequency of routine maintenance visits provided by a qualified service technician during the warranty period, if applicable and included in the price.

Section II: Financial Bid

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

3.1.1 Electronic Payment of Invoices – Bid

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

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

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

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Evaluation Criteria

The mandatory technical evaluation criteria are detailed in Annex "A", Part 2.1.

4.1.2 Financial Evaluation

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

Evaluation of Price - Bid

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP Ottawa, Ontario Incoterms® 2000, Canadian customs duties and excise taxes included.

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

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Product Conformance

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

Bidder's authorized representative signature

Date

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

6.2.1 Requirement

The Contractor must provide the Filter Weighing Chamber (FWC) system in accordance with the Requirement at Annex "A".

6.2.2 Optional Requirement

- a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both as further described in Annex "A" under the same terms and 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.
- b) The Contracting Authority may exercise these options at any time before the expiry of the Contract by sending a written notice to the Contractor.
- c) **Options to Purchase Extended Warranty including Maintenance and Support Services:**
The Contractor grants to Canada the irrevocable options to extend the warranty including Maintenance and Support Services, by 1 additional one-year period, exercisable at any time during the Contract Period, under the same terms and conditions and at the prices and/or rates stated in the Contract.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

The [2010A](#) (2016-04-04), General Conditions - Goods (Medium Complexity) is appended with Section 31 - Intellectual Property Infringement and Royalties, as follows:

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

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

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

6.3.2 Supplemental General Conditions

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

apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

- (a) The period of the Contract is from date of contract award; and
- (b) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

6.4.2 Delivery Date

Initial Requirement

The contractor must deliver the Filter Weighing Chamber (FWC) system, including installation, commissioning of the FWC system, operation and training manuals and on-site training in accordance with Annex A on or before March 31, 2018.

6.4.3 Option to Extend the Contract

Warranty and Maintenance and support services

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 1 additional 1 year period under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Solicitation No. - N° de l'invitation
K8A21-180539/A
Client Ref. No. - N° de réf. du client
K8A21-180539

Amd. No. - N° de la modif.
File No. - N° du dossier
pv904.K8A21-180539

Buyer ID - Id de l'acheteur
pv904
CCC No./N° CCC - FMS No./N° VME

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

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

Telephone: 819-743-4279
E-mail address: francine.frigon@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 Technical Authority *(to be filled in only at contract award)*

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ ____ _____
E-mail address: _____

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

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

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

General enquiries

Name: _____

Tel. No. _____ ext: _____

E-mail address: _____

Delivery Follow-up

Name: _____

Tel. No. _____ ext: _____

E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

Filter Weighing Chamber System

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract for the Filter Weighing Chamber system as detailed in Annex 'A', the Contractor will be paid the firm lot price, as specified in Annex "B" – Pricing Table 1 for a cost of \$_____ *(to be filled in only at contract award)*. Customs duties are included and Applicable Taxes are extra.

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

Option to purchase - Extended Warranty including Maintenance and Support Services

In consideration of the Contractor satisfactorily completing all of its obligations for the supply of Extended Warranty including Maintenance and Support Services, the Contractor will be paid the firm all inclusive annual lot price set out in Annex B, Table 2 – Extended Warranty including Maintenance and Support Services, payable quarterly in arrears, DDP Delivered Duty Paid (Ottawa, ON), Incoterms 2010. Customs duties are included and Applicable Taxes is extra. The quarterly payment amount will be calculated by dividing the firm all inclusive annual lot price by 4.

6.6.2

SACC Manual clause H1001C (2008-05-12) Multiple Payment

6.6.3 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- 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:
 - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - (c) one (1) copy must be forwarded to the consignee.

6.8 Certifications and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9 Applicable Laws

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

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, 4003 (2010-08-16) Licensed Software, and 4004 (2013-04-25) Maintenance and Support Services for Licensed Software;
- (c) the general conditions 2010A (2016-04-04) General Conditions - Goods (Medium Complexity);
- (d) Annex "A", Requirement;
- (e) Annex "C", – List of Products.
- (f) Annex "B", – Pricing Tables.
- (g) the Contractor's bid dated _____ .

6.11 **SACC Manual Clauses**

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

6.12 **Shipping Instructions**

6.12.1 **Shipping Instructions - Delivery at Destination**

1. Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) Ottawa, Ontario Incoterms 2010 for shipments from a commercial contractor.
2. The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

ANNEX "A"

Part 1 - REQUIREMENT

1. Environment and Climate Change Canada (ECCC) has a requirement for the supply, delivery and installation of an environmentally controlled Filter Weighing Chamber (FWC) meeting the US EPA 1065 requirements and the International Standard Organization ISO 14644.1.

The FWC is a temperature-controlled chamber where filters that are used for particulate sampling from vehicles and engines during regulatory testing may be brought to the proper conditions, weighed, and prepared for use during the vehicle and engine exhaust emission tests, and weighed again following the test. The FWC provides the climatic conditions which are required by legislation for the conditioning and weighing of filter for particle sampling. These conditions are outlined in the US Code of Federal Regulations (CFR) Part 1065.

The FWC will be installed in the laboratory space within the River Road Laboratories that has been designated for the preparation and weighing of filter media to be used in the exhaust emission measurements of vehicles and engines.

The room provides temperature and humidity controlled, filtered air close to Clean Room Standard 6 according to International Standards Organization ISO 14644-1. However the requirements for regulatory level measurements require additional control of the environment where the filters are stored and weighed, please refer to Part 2.2

The FWC system must meet all of the mandatory technical requirements as specified in Part 1 – Statement of Work and the mandatory evaluation criteria specified in Part 2.1 - Mandatory Technical Evaluation Criteria.

The contractor must provide all of the following with specifications described herein:

1. The closed loop FWC system including operator and training manuals (in English), all software licenses (2), installation of software on ECCC provided hardware, all accessories and power supply, and delivery and transportation to Environment and Climate Change Canada, River Road Laboratory, 335 River Road, Ottawa Ontario, K1V 1C7; including all of the following components:
 - Software to manage the filter weighing process in the FWC, Windows 7;
 - Hardware to run process management system, Windows 7, desktop, monitor, keyboard, mouse;
 - Process climatic data control and monitoring;
 - Particle Scale integration system;
 - Integrated monitor; and
 - Particle Scale Buoyancy Correction system.
2. Installation, commissioning of the FWC system, at River Road Laboratory, 335 River Road, Ottawa Ontario;
3. Installation of the software for two (2) ECCC provided laptops;
4. On-site training at River Road Laboratory, 335 River Road, Ottawa Ontario;

-
5. Operating and training manuals (in English) (2 sets);
 6. Initial one (1) year Warranty, Maintenance and Support Services; and
 7. An irrevocable option for One (1) year Extended Warranty and Maintenance and Support Services after the initial one year Warranty, Maintenance and Support Services;

All as further described herein.

Filter Weighing Chamber - Particulate Mass (PM) Filter Weighing

There are two environments required to stabilize and weigh PM for gravimetric analysis: the PM stabilization environment, where filters are stored before weighing; and the weighing environment, where the balance is located. The two environments may share a common space. These volumes may be one or more rooms, or they may be much smaller, such as a glove box or an automated weighing system consisting of one or more countertop-sized environments.

2. Installation

The closed loop FWC must fit and be operational within a room designated as Lab 126 at River Road Laboratory, 335 River Road, Ottawa Ontario as specified in Figure 1 in Part 2.2. The external chiller system, if used, would be located outside of this enclosure.

The Contractor must start the installation within 14 calendar days of delivery of the FWC System and must complete the installation within 4 calendar days from the installation start date.

The contractor must perform the on-site installation and it must be carried out by a qualified service technician. All deliverables must be delivered, installed, integrated, and configured by the Contractor at the location specified in the Contract. The Contractor must unpack, assemble, and install the FWC systems at the site. If applicable, this must include but not be limited to the provision of required moving and installation resources, including but not limited to packing material, vehicles and personnel.

The Contractor must supply all associated materials required to effect complete installation, integration and configuration of the deliverables at the site. This must include but not be limited to such things as all the required power connectors, cables, and any other accessories required to install, integrate and configure the deliverables. Upon successful completion of the installation, integration and configuration of the deliverables, the Contractor must provide the Project Authority with written notification that the deliverables are ready for testing.

The Contractor must maintain all work areas at the installation site(s) in a clean and tidy condition on completion of each day's work and on completion of acceptance.

4. Manuals

The Contractor must deliver 2 complete set of documentation for the FWC system, in English with the deliverables. This documentation must include all publications pertaining to technical and operational specifications, installation requirements and operating instructions.

5. Training

The Contractor must provide two days of on-site training to ECCC in English. Training must be provided for a group of up to 5 persons and must include operation and manipulation of the equipment. The training should include but not be limited to product functionality, product features and limitations.

On-site training, at River Road Laboratory, 335 River Road, Ottawa Ontario; must be completed within 7 calendar days of installation.

6. Warranty, Maintenance and Support Services

The Contractor must provide warranty, maintenance and support services for the FWC system in accordance with the Standard Acquisition Clauses and Conditions, Supplemental General Conditions 4001 - Hardware Purchase, Lease and Maintenance dated 2015-04-01 available on BuyandSell at <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4001/6>

The Contractor must provide all of the following services during each maintenance visit:

- Inspect, verify, adjust, and repair (as needed) the FWC systems;
- Provide recommendations for ongoing maintenance;
- Upon completion of any warranty, maintenance and support services; provide an electronic report (PDF) indicating the measurements, tested values, and adjustments made and send via email to the Project Authority within 7 days of completing service (hand written report will not be accepted due to the risk of illegibility and loss of paper).

At all times, the Contractor must be able to provide on-site service within 72 hours after a request is signed. The Contractor must acknowledge a request for service by phone or by email within 24 hours.

Part 2.1 - Mandatory Evaluation Criteria

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

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

ITEM #	REQUIREMENT	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID.
2.1	Filter Weighing Chamber (FWC)	
2.1.1	The closed loop FWC must fit within a room designated as Lab 126 at River Road Laboratory, 335 River Road, Ottawa Ontario as specified in Figure 1 in Part 2.2. Schematics. The bidder must provide proof that the FWC will fit within the area shown in Appendix A Figure 1 by providing drawings of the unit inside in the laboratory space.	
2.2	Particulate filter weighing and stabilization environment conditions	
2.2.1	<p>a) The FWC must keep both the stabilization and the weighing environments free of ambient contaminants, such as dust, aerosols, or semi-volatile material that could contaminate PM samples. The FWC must meet the following requirements:</p> <p>(i) These environments must conform with an "as-built" Class Six clean room specification according to ISO 14644-1 (incorporated by reference in CFR §1065); The bidder must provide proof of conformance to this requirement and provide technical brochures or data such as: Relevant Measurement Data, Third-Party Verification or Measurement data.</p> <p>(ii) The FWC air-supply and air-return velocities must not exceed 0.05 m/s in the weighing environment.</p>	

2.2.2	<p><i>Ambient temperature and tolerances.</i></p> <p>a) The FWC must maintain the weighing environment at a tolerance of (22 ± 1) °C.; or</p> <p>(i) If the weighing and stabilization environments share a common space, they must maintain both the weighing and stabilization environments at a tolerance of (22 ± 1) °C. ; or</p> <p>(ii) If they are separate, the stabilization area must maintain the stabilization environment at a tolerance of (22 ± 3) °C.</p>	
2.2.3	<p><i>Dewpoint temperature and tolerances</i></p> <p>a) The FWC must maintain a dewpoint of 9.5 °C in both the weighing and stabilization environments.</p> <p>b) The FWC must control the dewpoint at within ± 1 °C tolerance in both the weighing and stabilization environments.</p>	
2.3 Particulate filter weighing and stabilization environment monitoring		
2.3.1	<p>a) The FWC system must continuously measure and record within the weighing chamber all of the following:</p> <p>(i) dewpoint;</p> <p>(ii) ambient temperature;</p> <p>(iii) atmospheric pressure.</p>	
2.4 Particulate filter weighing and stabilization environment monitoring components		
2.4.1	The FWC monitoring instruments must meet all of the specifications as specified in: Appendix A Table 1.	
2.4.2	<p><i>Temperature.</i></p> <p>The temperature sensor must use thermistors.</p>	

Solicitation No. - N° de l'invitation
K8A21-180539/A
Client Ref. No. - N° de réf. du client
K8A21-180539

Amd. No. - N° de la modif.
File No. - N° du dossier
pv904.K8A21-180539

Buyer ID - Id de l'acheteur
pv904
CCC No./N° CCC - FMS No./N° VME

2.4.3	<p><i>Pressure.</i></p> <p>The pressure sensor must use one or a combination of sensors based upon the following types;</p> <ul style="list-style-type: none">(i) capacitance-type; or(ii) quartz crystal; or(iii) laser-interferometer transducers.	
2.4.4	<p><i>Dewpoint.</i></p> <p>The dewpoint sensor must use chilled-surface hygrometers, which must include;</p> <ul style="list-style-type: none">(i) chilled mirror detectors, or(ii) chilled surface acoustic wave (SAW) detectors.	

Appendix A –

Table 1. PERFORMANCE SPECIFICATIONS FOR MEASUREMENT INSTRUMENTS

Measurement instrument	Measured quantity symbol	Complete system rise time (t_{10-90}) and fall time (t_{90-10}) ^a	Recording update frequency	Accuracy ^b	Repeatability ^b	Noise ^b
Atmospheric pressure meter for PM-stabilization and balance environments	p_{atmos}	50 s	5 times per hour	50 Pa	25 Pa	5 Pa
Temperature sensor for PM-stabilization and balance environments	T	50 s	0.1 Hz	0.25 K	0.1 K	0.1 K
Dewpoint sensor for intake air, PM-stabilization and balance environments	T_{dew}	50 s	0.1 Hz	0.25 K	0.1 K	0.02 K

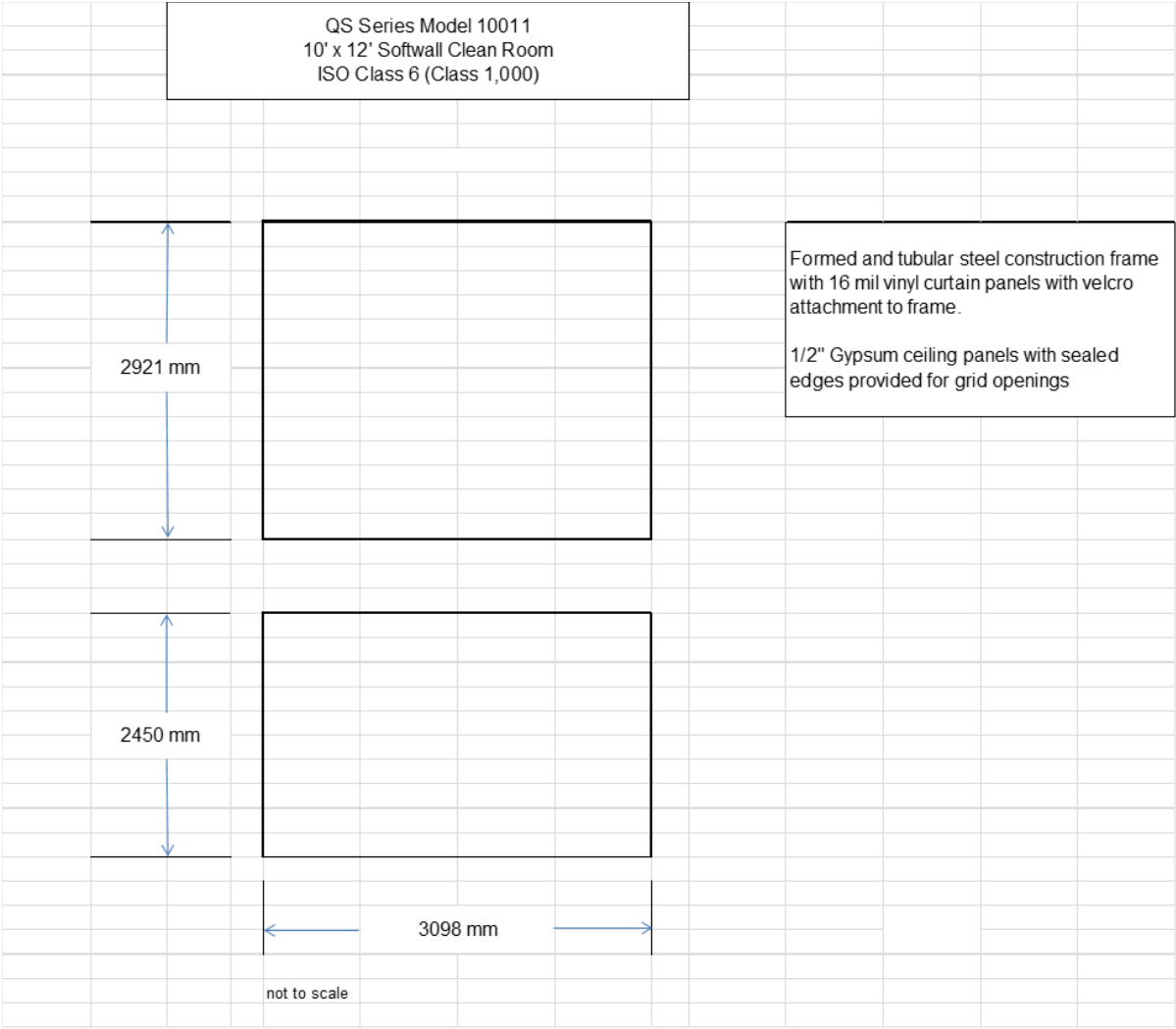
^aThe performance specifications identified in the table apply separately for rise time and fall time.

^bAccuracy, repeatability, and noise are all determined with the same collected data, as described in CFR §1065.305, and based on absolute values. “pt.” refers to the overall flow-weighted mean value expected at the standard; “max” refers to the peak value expected at the standard over any test interval, not the maximum of the instrument’s range; “meas” refers to the actual flow-weighted mean measured over any test interval.

Part 2.2

Figure 1

FWC Room measurements



ANNEX “B”
PRICING TABLES

Initial Requirement

Table 1: Environmentally Controlled Filter Weighing Chamber system

Item	Description	Number of Units	Unit of Issue	Firm All Inclusive Lot Price per unit	Extended Price (Number of Units X Firm Lot Price)
1	Environmentally Controlled Filter Weighing Chamber system in accordance with Annex A.	1	Lot	\$	\$
2	Installation, commissioning of the FWC system in accordance with Annex A.	1	Lot	\$	\$
3	Installation of the software for two ECCC provided laptops including all software licenses (2) in accordance with Annex A.	1	Lot	\$	\$
4	On-site training including operating and training manuals in accordance with Annex A.	1	Lot	\$	\$
5	Evaluated Price (Sum of Items 1 to 4)				\$

Table 2: Option to Purchase Extended Warranty including Maintenance and Support Services

Option Year	Description	Unit of Issue	Firm All Inclusive Annual Lot Price
1	Extended Warranty including Maintenance and Support Services in accordance with Annex A.	Lot	\$

Table 3: Calculation of Total Aggregated Bid Price (To be completed by the Contracting Authority):

Item	Description	Evaluated Price
1	Table 1: Environmentally Controlled Filter Weighing Chamber System	\$ As per Item 5 of Table 1
2	Table 2: Option to purchase extended Warranty including Maintenance and Support Services	\$ As per Table 2
3	Total Aggregated Bid Price (Sum of Items 1 to 2)	\$

Solicitation No. - N° de l'invitation
K8A21-180539/A
Client Ref. No. - N° de réf. du client
K8A21-180539

Amd. No. - N° de la modif.
File No. - N° du dossier
pv904.K8A21-180539

Buyer ID - Id de l'acheteur
pv904
CCC No./N° CCC - FMS No./N° VME

ANNEX “C”

LIST OF PRODUCTS

Product Name	Model/Part Number	Name of Manufacture		

Solicitation No. - N° de l'invitation
K8A21-180539/A
Client Ref. No. - N° de réf. du client
K8A21-180539

Amd. No. - N° de la modif.
File No. - N° du dossier
pv904.K8A21-180539

Buyer ID - Id de l'acheteur
pv904
CCC No./N° CCC - FMS No./N° VME

ANNEX "D"

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

Name	Position
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Solicitation No. - N° de l'invitation
K8A21-180539/A
Client Ref. No. - N° de réf. du client
K8A21-180539

Amd. No. - N° de la modif.
File No. - N° du dossier
pv904.K8A21-180539

Buyer ID - Id de l'acheteur
pv904
CCC No./N° CCC - FMS No./N° VME

ANNEX “E” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

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)