



**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

<b>Title - Sujet</b> Ozone analyzer	
<b>Solicitation No. - N° de l'invitation</b> K8A21-180897/A	<b>Date</b> 2017-12-13
<b>Client Reference No. - N° de référence du client</b> K8A21-180897	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PV-957-73968	
<b>File No. - N° de dossier</b> pv957.K8A21-180897	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-01-24</b>	<b>Time Zone Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Granger, Dominique	<b>Buyer Id - Id de l'acheteur</b> pv957
<b>Telephone No. - N° de téléphone</b> (819) 420-5227 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF THE ENVIRONMENT AIR QUALITY RESEARCH 335 RIVER RD See Herein OTTAWA Ontario K1A0H3 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<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 (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 Annex "A".

### **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 World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), 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

#### 2.1.1 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, Core 0B2  
11 Laurier Street  
Gatineau, Quebec  
For couriers: J8X 4A6  
For regular mail: 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 should be sent directly to the PWGSC Contracting Authority.

### 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

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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.

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## 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 (3 hard copies)

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 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:

**Supporting Technical documentation:** Technical brochures or technical data to demonstrate compliancy to the requirement as described in Annex "A".

#### 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 "C".

#### 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® 2010, 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



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## 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".

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Bidder's authorized representative signature

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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.

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### 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#afed) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#afed>).

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

### 5.2.3 Replacement Parts

The Bidder certifies that all replacement parts to the requirement detailed under Annex "A" will be available for a minimum of 10 years from date of contract award.

\_\_\_\_\_  
Bidder's authorized representative signature

\_\_\_\_\_  
Date

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## 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 items detailed under 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 the option at any time before the expiry of the Contract by sending a written notice to the Contractor.
- c) **Option to Purchase Additional units:** The Contractor grants to Canada the irrevocable option to purchase additional units 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.

Subsection 9.1 of [2010A \(2016-04-04\)](#) General Conditions - Goods or Services, is amended as follows:

Delete in its entirety and replace with the following:

"Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work

that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be **24 months** after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer."

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 March 31, 2019 inclusive; 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

All the deliverables must be received on or before March 24, 2018.

### 6.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional 1 year period(s) 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.

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.

### 6.4.5 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "B" of the Contract.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

**Dominique Granger**  
Supply Officer  
Public Works and Government Services Canada

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Commercial Consumer Products Directorate  
11 Laurier Street, 6A2, Phase III  
Place du Portage, Gatineau, Quebec, K1A 0S5

Telephone: 819-420-5227

E-mail address: [Dominique.granger@pwgsc-tpsgc.gc.ca](mailto:Dominique.granger@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 Accounts Payable Contact *(to be filled in only at contract award)*.

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

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

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

##### General enquiries

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ ext: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

##### Delivery Follow-up

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ ext.: \_\_\_\_\_  
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 lot price(s), as specified in Annex "B" – Pricing Tables for a cost of \$\_\_\_\_\_ *(to be filled in only at contract award)*. Customs duties are included and Applicable Taxes are extra.

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

### 6.6.2 SACC Manual Clauses

SACC Manual clause C2000C (2007-11-30) Taxes - Foreign-Based Contractor  
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.
  - (d) Invoices and order confirmations can be sent via e-mail to:

\_\_\_\_\_ *(to be filled in only at contract award)*

- (e) To facilitate the payment process, it is important that the Contractor quote the contract number on all the invoices, shipping bills and packing slips. Failure to do so will delay payment and the date used for calculating interest on overdue accounts.

## 6.8 Certifications and Additional Information

### 6.8.1 Compliance

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

### 6.9 Applicable Laws

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

### 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
  - a. 4001 (2015-04-01) Hardware Purchase, Lease and Maintenance,
  - b. 4003 (2010-08-16) Licensed Software, and
  - c. 4004 (2013-04-25) Maintenance and Support Services for Licensed Software;
- (c) the general conditions 2010A (2016-04-04) General Conditions - Goods (Medium Complexity);
- (d) Annex "A", Requirement;
- (e) Annex "B", Pricing Tables.
- (f) the Contractor's bid dated \_\_\_\_\_ (insert date of bid)

### 6.11 SACC Manual Clauses

SACC Manual clause B1501C (2006-06-16) Electrical Equipment  
SACC Manual clause B7500C (2006-06-16) Excess Goods (only use when buying large qty)  
SACC Manual clause G1005C (2016-01-28) Insurance  
SACC Manual clause D2001C (2007-11-30) Labeling  
SACC Manual clause D2025C (2007-08-17) Wood Packaging Materials

### 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"

### REQUIREMENT

Environment and Climate Change Canada (ECCC) has a requirement for **14** Ambient Air Ozone analyzers with the option to purchase up to 80 optional units over the next 3 years. The Ambient Air Ozone analyzers must meet all of the mandatory technical requirements as specified below and the mandatory evaluation criteria as specified at Annex C - Mandatory Technical Evaluation Criteria.

#### **Background:**

The National Air Pollution Surveillance program (NAPS) is a joint federal, provincial, territorial and municipal program established in 1969. NAPS is the primary source of air monitoring information in Canada, with nearly 300 stations located in ~200 communities reporting to the Canada-wide Air Quality Database (CWAQD). In total, over 1200 instruments, including continuous analyzers for sulphur dioxide, carbon monoxide, nitrogen dioxide, ozone, and fine particulate matter are used to provide continuous air quality measurements. Toxic substances such as polycyclic aromatic hydrocarbons, dioxins and furans, and heavy metals such as arsenic, lead and mercury are also analyzed for 24 hour events at scheduled daily intervals. Now in its 48th year, the Program has produced one of the longest and most geographically diverse air quality databases with the largest number of pollutants in Canada.

#### **Requirement:**

To satisfy the requirements of the ECCC's National Air Pollution Surveillance (NAPS) Program, the Ambient Air Ozone analyzers must meet the following mandatory specifications:

ITEM	TECHNICAL SPECIFICATIONS
1	The analyser must work, be fully functional, be complete and commercially available at bid closing.
2	The system and components must be CSA, ETL or UL approved.
3	All fittings and tubing must be imperial sizes (i.e. not metric).
4	The system must include a 2 year warranty, from the date of acceptance testing, which includes parts, labour and shipping.
	<b>The Ozone analyzer :</b>
5	Must meet at a minimum US-EPA designated equivalent method requirements (40 CFR Part 53) for measuring ozone in ambient air.
6	Must be based on Ultraviolet absorption measurement method using LED technology.
7	Must allow measurement range configurable from 0-300 ppb.
8	Must enable mass concentration & display resolution of 0.1ppb or lower.
9	Must deliver a response time of 1minute or less.
10	Must have lower detectable limit (LDL) of 0.2 ppb or lower.
11	Ambient air sample flow rate must be between 0.3 L/min to 1.0 L/min.

12	Must operate within a temperature range of 15 degC to 35 degC.
13	Must have internal temperature and pressure compensation of ozone concentration.
14	Zero drift must be less than 2ppb over 7 days.
15	Span drift must be less than 1% over 7 days.
16	Linearity must be less than 1% of full scale.
17	Must be capable of displaying units in ppb or $\mu\text{g}/\text{m}^3$ .
18	Must use an internal pump to minimize noise and eliminates the need for an external pump enclosure.
19	Must have an integral sampling filter (47mm holder) to remove particle from air stream.
20	Must have internal zero/span capabilities using an internal zero scrubber and internal ozone generator.
21	Must include a menu driven integrated software (firmware) for internal process control and user setup using touch screen or keypad. Firmware must display system status on screen, data acquisition and self-diagnostic capabilities with logging of sampling events, warning and errors.
22	Must have capability for user configurable displays to view and monitor internal parameters.
23	Must have at a minimum of 2 USB ports, 1 Ethernet communication port (supporting MODBUS) for configuring operating parameters, upgrading the instrument firmware, downloading stored data.
24	Must be capable of storing a minimum of 1 year of 1-hour, 24-hours averaged sampling data, internal parameters, and events.
25	Must allow remote setup, control and operation with built-in Web server using communication ports or Wi-Fi.
26	The replacement parts must be available for a minimum of 10 years.
27	The power requirement must be less than 75 Watts at 120V/60Hz.
28	Must include English instruction manual and user interface software manual
29	The analyzer must be rack mountable and fit into a 19 inches wide instrument rack.

## ANNEX "B"

### PRICING TABLES

The Bidder must provide all of the pricing requested in the following Tables in accordance with **Article 6.6.1 - Basis of Payment.**

**Table 1: Initial Requirement:**

Item	Description	Number of Units	Unit of Issue	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
1	Ambient Air Ozone analyzer  Delivery, manuals, 2 years warranty included.	14	Each	\$	\$
<b>Total Evaluated Price</b>					\$

### **2: Optional Requirement**

If an option period is exercised, Canada will purchase the minimum quantity of units, up to the maximum quantity of units, as per the Table 2 below.

**Table 2: Estimated quantities:**

<b>Option period 1</b> (April 1, 2018 to March 31, 2019)	<b>Option period 2</b> (April 1, 2019 to March 31, 2020)	<b>Option period 3</b> (April 1, 2020 to March 31, 2021)
Minimum of 5 units up to a maximum of 30 units.	Minimum of 5 units up to a maximum 30 units.	Minimum of 5 units up to a maximum 20 units.

**Table 3: Option Periods**

Description	Unit of Issue	Option Period 1 (April 1, 2018 to March 31, 2019)	Option Period 2 (April 1, 2019 to March 31, 2020)	Option Period 3 (April 1, 2020 to March 31, 2021)
		Firm Unit Price	Firm Unit Price	Firm Unit Price
Ambient Air Ozone analyzer  Delivery, manuals, 2 years warranty included.	Each	\$_____	\$_____	\$_____

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**3. Total Aggregated Bid Price:**

Description	Evaluated Price
Table 1 :Total Evaluated price	\$
Table 3 : Option Period 1 - Firm Unit Price	\$
Table 3 : Option Period 2 - Firm Unit Price	\$
Table 3 : Option Period 3 - Firm Unit Price	\$
<b>Total Aggregated Bid Price</b>	<b>\$</b>

**4. Delivery Point:**

Environment and Climate Change Canada  
335 River Road  
Ottawa, ON K1A 0H3  
Attn: *to be filled in only at contract award*

## ANNEX "C"

### MANDATORY TECHNICAL EVALUATION CRITERIA

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

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

ITEM	TECHNICAL SPECIFICATIONS	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID
M.1	The analyser must work, be fully functional, be complete and commercially available at bid closing.	
M.2	The system and components must be CSA, ETL or UL approved.	
M.3	All fittings and tubing must be imperial sizes (i.e. not metric).	
	<b>THE OZONE ANALYZER :</b>	
M.4	Must meet at a minimum US-EPA designated equivalent method requirements (40 CFR Part 53) for measuring ozone in ambient air.	
M.5	Must be based on Ultraviolet absorption measurement method using LED technology.	
M.6	Must allow measurement range configurable from 0-300 ppb.	
M.7	Must enable mass concentration & display resolution of 0.1ppb or lower.	
M.8	Must deliver a response time of 1minute or less.	
M.9	Must have lower detectable limit (LDL) of 0.2 ppb or lower.	
M.10	Ambient air sample flow rate must be between 0.3 L/min to 1.0 L/min.	
M.11	Must operate within a temperature range of 15 degC to 35 degC.	

<b>M.12</b>	Must have internal temperature and pressure compensation of ozone concentration.	
<b>M.13</b>	Zero drift must be less than 2ppb over 7 days.	
<b>M.14</b>	Span drift must be less than 1% over 7 days.	
<b>M.15</b>	Linearity must be less than 1% of full scale.	
<b>M.16</b>	Must be capable of displaying units in ppb or $\mu\text{g}/\text{m}^3$ .	
<b>M.17</b>	Must use an internal pump to minimize noise and eliminates the need for an external pump enclosure.	
<b>M.18</b>	Must have an integral sampling filter (47mm holder) to remove particle from air stream.	
<b>M.19</b>	Must have internal zero/span capabilities using an internal zero scrubber and internal ozone generator.	
<b>M.20</b>	Must include a menu driven integrated software (firmware) for internal process control and user setup using touch screen or keypad. Firmware must display system status on screen, data acquisition and self-diagnostic capabilities with logging of sampling events, warning and errors.	
<b>M.21</b>	Must have capability for user configurable displays to view and monitor internal parameters.	
<b>M.22</b>	Must have at a minimum of 2 USB ports, 1 Ethernet communication port (supporting MODBUS) for configuring operating parameters, upgrading the instrument firmware, downloading stored data.	
<b>M.23</b>	Must be capable of storing a minimum of 1 year of 1-hour, 24-hours averaged sampling data, internal parameters, and events.	
<b>M.24</b>	Must allow remote setup, control and operation with built-in Web server using communication ports or Wi-Fi.	
<b>M.25</b>	The power requirement must be less than 75 Watts at 120V/60Hz.	
<b>M.26</b>	The analyzer must be rack mountable and fit into a 19 inches wide instrument rack.	

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**ANNEX "D"**

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

Name	Position
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
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## **ANNEX “E” to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

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