



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**

**Pacific Region
401 - 1230 Government Street
Victoria, B.C.
V8W 3X4
Bid Fax: (250) 363-3344**

**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

Title - Sujet X-Ray Fluorescence Analyzer	
Solicitation No. - N° de l'invitation W0103-18LL09/A	Date 2017-12-19
Client Reference No. - N° de référence du client W0103-18LL09	
GETS Reference No. - N° de référence de SEAG PW-\$VIC-240-7398	
File No. - N° de dossier VIC-7-40196 (240)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-01-08	Time Zone Fuseau horaire Pacific Standard Time PST
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: Hogg(VIC), Mike	Buyer Id - Id de l'acheteur vic240
Telephone No. - N° de téléphone (250) 217-5640 ()	FAX No. - N° de FAX (250) 363-3344
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFB ESQUIMALT STN FORCES P.O.BOX 17000 VICTORIA British Columbia V9A7N2 Canada	

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 - Pacific
Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

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

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Client Ref. No. - N° de réf. du client
W0103-18LL09

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

Buyer ID - Id de l'acheteur
vic240
CCC No./N° CCC - FMS No./N° VME

ANNEX "B" BASIS OF PAYMENTERROR! BOOKMARK NOT DEFINED.

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

No Security requirements.

1.2 Requirement

As per Annex A – Statement of Requirement attached

1.3 Set-aside for Comprehensive Land Claims Agreement(s) Beneficiaries

N/A

1.4 Set-aside Under the Federal Government Procurement Strategy for Aboriginal Business (PSAB)

N/A

1.5 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.

1.6 National Security Exception

N/A

1.7 Trade Agreements

"The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

1.8 Canadian Content

N/A

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.

2.1.1 SACC Manual Clauses

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 Former Public Servant

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 15 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.

2.5 Applicable Laws

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

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).

Section IV: Additional Information ((1) hard copy).

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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. The total amount of Applicable Taxes must be shown separately.

3.1.1 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive

[C3011T](#) __2013-11-06, Exchange Rate Fluctuation

3.1.2 SACC Manual Clauses

Section III: Certifications

Bidders must submit the certifications 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Statement of Requirements.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. 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 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-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 – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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 this Contract.

6.2 Requirement

As per Annex A – Statement of Requirement attached

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.

6.4 Term of Contract

6.4.1 Delivery Date

Mandatory: Delivery is mandatory on or before March 31, 2018.
The best delivery offered is ____ weeks from contract award.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Mike Hogg
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch: Victoria
Directorate: Pacific
Address: 401-1230 Government Street
Victoria, BC V8W 3X4

Telephone: 250- 363- 3916
Facsimile: 250-363-0395
E-mail address: mike.hogg@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 Technical 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

6.6 Proactive Disclosure of Contracts with Former Public Servants

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a _____ (insert "firm price" OR "firm unit price(s)" OR "firm lot price(s)", as specified in _____ insert "contract" OR "in Annex ____" for a cost of \$ _____ insert the amount at contract award). Customs duties are _____ (insert "included", "excluded" OR "subject to exemption") 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.

6.7.2 Limitation of Price

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.

SACC Manual clause C6000C _____ 2011-05-16 Limitation of Price

6.7.4 SACC Manual Clauses

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications

See part 5 for certifications required

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

6.9.3 SACC Manual Clauses

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2016-04-04)
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment
- (d) the Contractor's bid dated _____

6.12 Defence Contract

SACC Manual clause [A9006C](#) _____ (2012-07-16) Defence Contract

ANNEX "A"

REQUIREMENT

1.0 Title

Portable X-Ray Fluorescence analyzer at Canadian Forces Ammunition Depot, Rocky Point (CFAD.)

2.0 Background

CFAD has a section of the Depot that prepares ammunition accessories for disposal. This section is mandated to conduct metal and alloy identification / analysis as part of the classification of goods for CFAD Rocky Point. In addition, Rocky Point is also mandated to conduct the refurbishment of fired missile canisters. Prior to personnel working on these canisters there is a requirement to analyse the residue in the canister to ensure personnel safety.

3.0 Objective

To obtain a portable X-Ray Fluorescence analyzer and appropriate training on the operations and safe use of the machine so that personnel may perform required analysis at CFAD Rocky Point.

4.0 Scope

The contractor must provide The X-Ray Analyzer and the associated training prior to 31 March 2018.

5.0 Tasks/Requirements

5.1 The Contractor must fulfill the following tasks:

5.1.1 Supply and delivery of a portable x-ray fluorescence analyzer that complies with the Radiation Emitting Devices Act (Red Act) for the use in CFAD Rocky Point. The analyzer will enable the section to conduct metal and alloy identification as well as residue analysis.

5.1.2 Upon award of contract and delivery of goods the supplier will be required to conduct on-site certification training for the personnel in Rocky Point. The training must meet the requirements set out by National resources Canada for Level One certification for up to seven personnel and Level Two certification for up to two personnel.

5.1.3 Document Control - Technical Specifications attached at Annex A for the Analyzer we require. A copy may be provided to the successful bidder upon request.

5.1.4 Training Requirements are based on National Resources Canada (NRC) guidelines.

- Operator of Portable X-Ray Fluorescence Analyzers, certification Information and Examination Booklet

5.2 Time Constraints

5.2.1 All goods must meet the technical specifications listed at Annex A.

5.3 Contractor Supplied Items

- 5.3.1 A portable X-Ray Fluorescence Analyzer as per specifications attached at Annex A
- 5.3.2 Provide on-site training and certification for up to seven personnel to Level One and up to two personnel to level Two.
- 5.3.3 According to the NRC Booklet stated above, under the heading Initial XRF Certification, bullet three, it states:

The candidate shall provide documentary evidence of 7 hours of formal training provided by and signed by the manufacturer's representative, or by a level 2 certified XRF operator who is a Canadian supplier of the XRF analyzer or who is employed by the same company as the candidate. These trainers and signees must be approved by NRCan, and verified against an active listing of acceptable personnel that is maintained by NRCan.

- 5.3.4 As we have no current Level 2 Certified individual we will require the company to provide training.

6.0 Deliverables

- 6.1 Delivery is to be scheduled through the Project Authority and in conjunction with CFAD Rocky Point Traffic Section.
- 6.2 Trained personnel on the safe use and maintenance of the Analyzer.

7.0 Constraints

- 7.1 Normal working hours for the depot is Monday to Friday 0730 to 1630. The required tasks will be scheduled to coincide with these hours of operation.
- 7.2 The contractor is responsible to provide all tools and equipment to complete the training.

8.0 Language of Work

All paperwork and instruction must be presented in English

9.0 Location of Work

The Work must be conducted at the following address:

Department of National Defence
CFAD Rocky Point
5601 Rocky Point Rd. Victoria, BC
V9C 4H3

PORTABLE X-RAY FLUORESCENCE ANALYZER

Annex A

XRF Requirements

Require a hand held x-ray tube x-ray fluorescence analyser to conduct metal and alloy identification and analysis that complies with Radiation Emitting Devices (RED) Act. The equipment will be required to detect light elements down to Magnesium (Mg) without helium or vacuum assistance. Manufacturer/supplier must provide written documentation of compliance with the RED Act and provide an estimated dosage profile, for normal usage.

Equipment must be no larger than length of 260 mm, width of 240 mm, and a depth of 100 mm; the instrument must weigh less than 1.3 kg (with battery installed); equipped with a colour, tilting touch screen display. Must have auto calibration capability an internal check sample for easy detector calibration. The analyzer must have a hard button key pad and touch screen capability. Must have a flip screen which allows the operator to adjust screen for various light conditions. The analyzer must have the ability for encrypted data transfer to provide greater data integrity.

Accessories required: lockable, shielded carrying case,
battery charger with AC adapter,
shielded holster,
one spare lithium ion battery pack, total of two,
safety lanyard and
check samples

The x-ray tube must be rated for 6 to 50 kV and 0-500micro amps. Device must be able to analyze samples smaller that 2mm and have an integrated camera with small spot (3 mm) collimation and capacity to store the images with data. Detector is to detect a minimum of30 elements ranging from Magnesium (Mg) to Uranium (U) rapid alloy identification.

Equipment must be capable of being password protected and provide for up to 10 user Passwords, with an administrator function. Must have self-test functions built in. Have storage capacity for at least 2GB of storage internal greater than 20,000 readings of spectra, 100kb per spectrum. Unit must be able to store data, spectra and test data with camera images. PC connections Cable for USB communication. Windows compatible Data transfer software with the Capability of printing reports and certificates of analysis.

Supplier must provide onsite training within the confines of CFAD Rocky Point that will satisfy Natural Resources Canada requirement for Level 1 certification for 4 to 7 persons and Level 2 for up to 2 persons.

Having a service centre for the provision of calibration and service support.

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Annex B
Basis of Payment

The unit prices below shall be firm and in Canadian funds including Canadian customs duties, excise taxes and delivery charges which are to be Delivered Duty Paid (DDP) to destination as indicated herein. The amount of the Goods and Services Tax or Harmonized Tax shall be shown as a separate item.

Item	Description	U of I	Qty	Unit Price	Extended Price
1	Portable X-Ray Fluorescence Analyzer & associated Training as per attached Annex A	LOT	1	\$	\$
GST					\$
TOTAL COST					\$

Mandatory: Delivery is mandatory on or before March 31, 2018.

The best delivery offered is ____ weeks from contract award.