



**RETURN BIDS TO:  
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**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 a Standing Offer  
Demande d'offre à commandes**

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and  
Government Services Canada, hereby requests a Standing Offer  
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et  
Services Gouvernementaux Canada, autorise par la présente,  
une offre à commandes au nom des utilisateurs identifiés  
énumérés ci-après.

**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  
6A2, Place du Portage  
Gatineau, Québec K1A 0S5

<b>Title - Sujet</b> Benchtop narcotics and explosives d	
<b>Solicitation No. - N° de l'invitation</b> E60PV-18SCAN/B	<b>Date</b> 2018-02-16
<b>Client Reference No. - N° de référence du client</b> E60PV-18SCAN	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$PV-873-74429
<b>File No. - N° de dossier</b> pv873.E60PV-18SCAN	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-03-16</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Shannahan, Cassandra	<b>Buyer Id - Id de l'acheteur</b> pv873
<b>Telephone No. - N° de téléphone</b> (819)420-1068 ( )	<b>FAX No. - N° de FAX</b> (819)956-3814
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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**This offer solicitation cancels and supersedes previous offer solicitation number E60PV-18SCAN/A dated 2017/12/01 with a closing of 2018/01/29 at 2:00pm EST. A debriefing or feedback session will be provided upon request to suppliers who offered on the previous solicitation.**

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;   |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;   |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;   |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided;   |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and  |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

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

### **1.2 Summary**

- 1.2.1** Canada has a requirement to establish a National Master Standing Offer (NMSO) for the supply of bench top narcotics and explosives detectors based on Ion Mobility Spectrometry (IMS), utilizing dual mode (simultaneous narcotics and explosives) analysis for a sample, in accordance with Annex A – Requirement, for use by any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11 and to Provincial/Territorial Identified Users, on an "as and when requested" basis for a period of two years from date of issuance. A maximum of one standing offer will be awarded as a result of this RFSO.

Below is a list of provinces and territories who have shown interest in making call-ups against the Standing Offer:

- Alberta
  - City of Calgary (Optional User)
- Newfoundland & Labrador
- Nova Scotia

- Yukon

Only Authorized Users will be authorized to issue call-ups against this NMSO.

Definitions of Authorized Users:

**Federal Identified User** – means any Federal Government Department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

**Provincial/Territorial Identified User** – Means any Canadian province or territory including Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), as applicable, to whom the Minister of the Department of Public Services and Procurement Canada can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

- 1.2.2** 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).

### **1.3 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

### **1.4 Disclosure of information – Optional Users**

The Offeror acknowledges that MASH entities that have not been identified as Authorized Users of this Standing Offer (referred to hereinafter as “Optional Users”) may be interested in procuring for their own use the goods, services or both as described in this Standing Offer (referred to hereinafter as “Deliverables”).

In the event that an Optional User contacts the Offeror to purchase some of all of the Deliverables (referred hereinafter as a “Request”), the Offeror will enter into negotiations with such Offeror. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) to use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as “Separate Agreement”).

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Offeror. The Contractor must not represent itself as an agent or representative of Canada to the Offeror.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

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## 1.5 Phased Offer Compliance Process

The Phased Offer Compliance Process applies to this requirement.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 180 days

#### 2.1.1 SACC Manual Clauses

[M1004T](#) (2016-01-28) Condition of Material

### 2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada Bid Receiving Unit by the date, time and place indicated on page 1 of the RFSO.

**Bid Receiving - PWGSC**  
11 Laurier Street  
Place du Portage, Phase III  
Core 0B2  
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 offer submission. No other communications are to be forwarded to this address.

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

### 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

## 2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copy and 3 soft copies on USB)

Section II: Financial Offer (1 hard copy and 1 soft copy on USB)

Section III: Certifications (1 hard copy and 1 soft copy on USB)

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 offer only. No prices must be indicated in any other section of the offer.

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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, offerors 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 Offer

In their technical offer, Offerors should demonstrate their understanding of the requirements contained in the request for standing offer and explain how they will meet these requirements. Offerors should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

In Attachment 1 to Part 4 of the Request for Standing Offer - Technical Offer Submission Document: Section A - Mandatory Offer Submission Requirements, the Offeror must clearly detail how the proposed instrument meets each of the directly referenced requirements of Annex A.

In Attachment 1 to Part 4 of the Request for Standing Offer - Technical Offer Submission Document: Section B – Mandatory Information for Validation of Offer, the Offerors must demonstrate a technical capacity to deliver a compliant instrument that meets the requirements of the offer solicitation. Regardless of the content of the information provided in Section B, if the Offeror is awarded a Standing Offer, the Work must be done in accordance with Annex A.

- (a) **Supporting Technical documentation:** Technical brochures or technical data to demonstrate compliancy to the requirement as described in Attachment 1 to Part 4 of the Request for Standing Offer.
- (b) **Technical Submission Document:** Offerors must provide information as specified at Attachment 1 to Part 4.
- (c) **List of Products:** Offerors 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. Offerors must also state the point of manufacture and shipping of goods or where service is to be performed: The Offerors are requested to use the form provided in Annex "C".

## Section II: Financial Offer

- (a) **Pricing:** Offerors must submit their financial offer in accordance with the Pricing Schedule in Attachment 3 to Part 4. The total amount of Applicable Taxes must be shown separately.
- (b) **All Costs to be Included:** The financial offer must include all costs for the requirement described in the standing offer for the entire Standing Offer Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the standing offer and the associated costs of these items is the sole responsibility of the Offeror. Offerors must provide pricing on all line items in order for their offer to be considered responsive.
- (c) **Blank Prices:** Offerors 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 Offeror leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Offeror confirm that the price is, in fact, \$0.00. No Offeror will be permitted to add or change a price as part of this confirmation. Any Offeror 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 - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete ATTACHMENT 1 to PART 3 - Electronic Payment Instruments, to identify which ones are accepted.

If ATTACHMENT 1 to PART 3 - 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.

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### **3.1.2 Exchange Rate Fluctuation**

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

#### **Section III: Certifications**

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

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## **ATTACHMENT 1 to PART 3 OF THE REQUEST FOR STANDING OFFER**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

- ( ) VISA Acquisition Card;
- ( ) MasterCard Acquisition Card;
- ( ) Direct Deposit (Domestic and International);
- ( ) Electronic Data Interchange (EDI);
- ( ) Wire Transfer (International Only)

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) Canada will use the Phased Offer Compliance Process described below.

#### **4.1.1 Phased Offer Compliance Process**

##### **General**

- (a) Canada is conducting the Phased Offer Compliance Process described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the Phased Offer Compliance Process (POCP), Offerors are and will remain solely responsible for the accuracy, consistency and completeness of their Offers and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Offers or in responses by a Offeror to any communication from Canada.

THE OFFEROR ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS POCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE OFFER IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE OFFER HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM AN OFFER TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE OFFEROR ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS OFFER RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS OFFER NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from an Offeror and consider as part of the Offer, any information to correct errors or deficiencies in the Offer that are clerical or administrative, such as, without limitation, failure to sign the Offer or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Offeror has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the offer solicitation closing in circumstances where the offer solicitation expressly provides for this right. The Offeror will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Offer being declared non-responsive
- d) The POCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2006 (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after offer solicitation closing in

circumstances where the offer solicitation expressly provides for this right, or in the circumstances described in subsection (c).

- e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Offeror must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Offeror at any address provided by the Offeror in or pursuant to the Offer is deemed received by the Offeror on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### 4.1.1.2 Phase I: Financial Offer

- (a) After the closing date and time of this offer solicitation, Canada will examine the Offer to determine whether it includes a Financial Offer and whether any Financial Offer includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the offer solicitation to be included in the Financial Offer is missing from the Financial Offer. This review will not assess whether the Financial Offer meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Offer or that the Financial Offer is missing all of the information required by the offer solicitation to be included in the Financial Offer, then the Offer will be considered non-responsive and will be given no further consideration.
- (d) For Offers other than those described in c), Canada will send a written notice to the Offeror ("Notice") identifying where the Financial Offer is missing information. An Offeror, whose Financial Offer has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Offerors shall not be entitled to submit any additional information in respect of their Financial Offer.
- (e) The Offerors who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Offeror will be entitled to remedy only that part of its Financial Offer which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Offer, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Offer, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Offeror and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Offer submitted by the Offeror will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Offeror's Offer. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Offer as is permitted above, and will be used for the remainder of the offer evaluation process.
- (h) Canada will determine whether the Financial Offer is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Offeror in accordance with this Section. If the Financial Offer is not found responsive for the requirements reviewed at Phase I to the

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satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.

- (i) Only Offers found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### 4.1.1.3 Phase II: Technical Offer

- (a) Canada's review at Phase II will be limited to a review of the Technical Offer to identify any instances where the Offeror has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Offer meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the Phased Offer Compliance Process. Mandatory technical criteria that are not identified in the solicitation as being subject to the Phased Offer Compliance Process, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Offeror (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Offer has failed to meet. A Offeror whose Offer has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Offer has been found responsive to the requirements reviewed at Phase II. Such Offeror shall not be entitled to submit any response to the CAR.
- (c) An Offeror shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Offeror's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Offeror which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Offer, the Offeror shall identify such additional changes, provided that its response must not include any change to the Financial Offer.
- (e) The Offeror's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Offer, the wording of the proposed change to that section, and the wording and location in the Offer of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Offeror must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Offeror's Offer, and failure of the Offeror to do so in accordance with this subparagraph is at the Offeror's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Offer submitted by the Offeror other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Offer as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Offer, but will be considered by Canada in the evaluation of the Offer at Phase II only for the purpose of determining whether the Offer meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Offer would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Offeror in response to the CAR. If so, the Offer will be considered responsive in respect of such Eligible Mandatory Criterion, and the

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additional or different information submitted by the Offeror shall bind the Offeror as part of its Offer, but the Offeror's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Offer.

- (h) Canada will determine whether the Offer is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Offeror in accordance with this Section. If the Offer is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.
- (i) Only Offers found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 Phase III: Final Evaluation of the Offer**

- a) In Phase III, Canada will complete the evaluation of all Offers found responsive to the requirements reviewed at Phase II. Offers will be assessed in accordance with the entire requirement of the offer solicitation including the technical and financial evaluation criteria.
- b) An Offer is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

#### **4.1.2 Technical Evaluation**

##### **4.1.2.1 Mandatory Technical Criteria**

- (a) The mandatory technical evaluation criteria are detailed in Section B of Attachment 1 to Part 4 of the RFSO.
- (b) The information and data submitted will be reviewed for compliance with the mandatory technical requirement identified in Attachment 1 to Part 4.
- (c) The Phased Offer Compliance Process will apply to all mandatory technical criteria.

##### **4.1.2.2 Point Rated Technical Criteria**

Only Offers meeting the mandatory technical evaluation of the mandatory technical criteria in Attachment 1 to Part 4 will proceed to the point rated technical evaluation.

The Point Rated Technical Evaluation Criteria are detailed in Attachment 2 to Part 4 of the RFSO.

##### **4.1.2.3 Data Validation Testing**

For all compliant offers meeting the mandatory technical criteria and the point rated evaluation criteria above, Canada may request that the Offeror perform a Data Validation Test with an instrument of the type proposed for purchase to validate performance claims and instrument compliance with the requirements. If requested, the Offeror must send the instrument to the identified CBSA Laboratory where the Data Validation tests will be conducted at a mutually agreed upon date and time. The instrument must be made available within fifteen (15) calendar days after notification of compliant offer. Only one Data Validation test will be performed per compliant instrument; CBSA personnel must be able to observe and direct the testing. The Data Validation Testing Grid is provided in ATTACHMENT 4 to PART 4.

Test results from the Data Validation test will be used to confirm compliance and point allocation based on the Point Rated Technical Criteria Matrix. Failure to demonstrate compliance will result in the Offer being declared non-responsive.

The Offeror will be responsible for all costs to furnish the test instrument to demonstrate instruments compliance. The Offeror will be responsible for all travel and living expenses for its personnel attending/performing the Testing.

In the event of any discrepancy between the preliminary scores allocated on the basis of the information submitted in the Offerors' Technical Point Rating Evaluation Matrix, attached as Attachment 2 to Part 4, and the Data Validation test results, Canada will adjust the score downwards on any point rated technical evaluation criteria to reflect the demonstrated performance accordingly and arrive at the final point rated scores. Scores will not be adjusted upward.

#### 4.1.3 Financial Evaluation

The financial evaluation will be conducted in accordance with Attachment 3 to Part 4 of the RFSO.

##### **Evaluation of Price - Offer**

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP (various locations – as per call-up) Incoterms® 2010, Canadian customs duties and excise taxes included.

Unless the Standing Offer specifically requires offers to be submitted in Canadian currency, offers 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 request for standing offer closing date, or on another date specified in the Standing Offer, will be applied as a conversion factor to the offers submitted in foreign currency.

#### 4.1.4 Estimated Quantity

The estimated quantity of goods specified in Attachment 3 to Part 4 are for evaluation purposes only and in no way do they represent any commitments from Canada.

#### 4.2 Basis of Selection

SACC Manual Clause [A0027T](#) 2012-07-16 Highest Combined Rating of Technical Merit and Price

4.2.1 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.

4.2.2 To establish the technical merit score, the overall technical score for each responsive offer will be determined as follows:

$(\text{Points Received} / \text{Maximum number of points available}) \times 70 = \text{Technical Merit Score}$

The maximum number of points available in the Point Rated Technical Evaluation is 46.

4.2.3 To establish the pricing score, each responsive offer will be prorated against the lowest evaluated Offer and the ratio of 30%. The responsive offer with the lowest Total Offer Price (TOP) is given full price points, while other offers receive a pro-rated score based on the ratio of the lowest evaluated offer to their total offer price, as follows:

$\frac{\text{Lowest Responsive TOP}}{\text{Offeror's TOP}} \times 30 = \text{Pricing Score}$

4.2.4 For each responsive offer, the technical merit score and the pricing score will be added to determine its combined rating.

Neither the responsive offer obtaining the highest technical score nor the one with the lowest TOP will necessarily be accepted. The responsive offer with the highest combined rating of technical merit and price for each instrument category will be recommended for award of a Standing Offer.

The table below illustrates an example where all three offers are responsive and the selection of the offeror is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 30 and the lowest evaluated price is \$50,000 (50).

**Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)**

		Offeror 1	Offeror 2	Offeror 3
<b>Overall Technical Score</b>		27/30	25/30	22/30
<b>Offer Evaluated Price</b>		\$70,000.00	\$55,000.00	\$50,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	27/30 x 70 = 63.0	25/30 x 70 = 58.3	22/30 x 70 = 51.3
	<b>Pricing Score</b>	*50/70 x 30 = 21.4	*50/55 x 30 = 27.3	*50/50 x 30 = 30.0
<b>Combined Rating</b>		84.4	85.6	81.3
<b>Overall Rating</b>		2	1	3

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

### 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror 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 - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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**ATTACHMENT 1 TO PART 5 OF THE REQUEST FOR STANDING OFFER**

**COMPLETE LIST OF DIRECTORS**

Name	Position
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Financial Capability**

*SACC Manual* clause [M9033T](#) (2011-05-16) Financial Capability

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

**7.1.1** The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

#### **7.2 Security Requirements**

**7.2.1** There is no security requirement applicable to the Standing Offer.

#### **7.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

##### **7.3.1 General Conditions**

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **7.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "D". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

Quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

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## **7.4 Term of Standing Offer**

### **7.4.1 Period of the Standing Offer**

The period for making call-ups and providing services against the Standing Offer is (TO BE INSERTED AT STANDING OFFER ISSUE).

### **7.4.2 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified in the call-up.

## **7.5 Authorities**

### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Cassandra Shannahan  
Title: Supply Specialist

Public Works and Government Services Canada  
Acquisitions Branch  
Commercial Consumer Products Directorate  
11 Laurier Street, 6A2, Phase III  
Place du Portage, Gatineau, Quebec, K1A 0S5  
Telephone: (819) 420-1068  
E-mail address: [cassandra.shannahan@tpsgc-pwgsc.gc.ca](mailto:cassandra.shannahan@tpsgc-pwgsc.gc.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### **7.5.2 Contracting Authorities**

If a call-up is issued by:

#### **Federal Identified User:**

The Standing Offer Authority is the Contracting Authority for Federal Identified User Call-ups and resulting Contracts.

#### **Provincial/Territorial Identified User:**

The Provincial/Territorial Identified User that issues the Call-up is the Contracting Authority for that Call-up and resulting Contract.

### **7.5.3 Technical Authority**

The Technical Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Technical Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

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#### 7.5.4 Offeror's Representative (*Offeror to fill in*)

The telephone number of the person responsible for:

##### General enquiries

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

##### Delivery Follow-up

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### 7.6 Identified Users

##### 7.6.1 Federal Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

##### 7.6.2 Provincial/Territorial Users

The following provincial or territorial organizations are the only organizations authorized to make call-ups against this Standing Offer:

- Alberta
  - City of Calgary (Optional User)
- Newfoundland & Labrador
- Nova Scotia
- Yukon

##### 7.6.3 Disclosure of Information – Optional Users

The Offeror acknowledges that MASH entities that have not been identified as Authorized Users of this Standing Offer (referred to hereinafter as "Optional Users") may be interested in procuring for their own use the goods, services or both as described in this Standing Offer (referred to hereinafter as "Deliverables").

In the event that an Optional User contacts the Offeror to purchase some of all of the Deliverables (referred hereinafter as a "Request"), the Offeror will enter into negotiations with such Offeror. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) to use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as "Separate Agreement").

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Offeror. The Contractor must not represent itself as an agent or representative of Canada to the Offeror.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

## **7.7 Call-up Procedures**

- 7.7.1** Authorized Call-ups against this Standing Offer must be made using duly completed 942 call-up form by methods such as facsimile, electronic mail or any other method deemed acceptable by both the Identified User and the Offeror.
- 7.7.2** No costs incurred before the receipt of a signed Call-up or equivalent document can be charged to this Standing Offer.
- 7.7.3** If by error or omission the Identified User fails to apply the correct price to an item, it is the responsibility of the Offeror to notify the Identified User of the error prior to delivery.
- 7.7.4** Any modifications to the original call-up must be supported by the issuance of a subsequent form in accordance with the Standing Offer terms and conditions in effect at the time of call-up.
- 7.7.5** For urgent requirements only Identified Users may request goods/services by telephone/facsimile/ e-mail which must be followed up by issuing a call-up or equivalent document no later than the next working day, to confirm the request for goods.

Call-ups paid for by Acquisition Cards as an alternative to other payment methods identified in the Standing Offer must be made as specified above.

## **7.8 Call-up Instrument**

### **7.8.1 Call-Up Instrument for Federal Identified User**

For Call-ups issued by a Federal Identified User, the Work will be authorized by the Federal Identified User(s) using form:

- a. PWGSC-TPSGC 942, Call-up Against a Standing Offer;
- b. PWGSC-TPSGC 942-2, Call-up Against a Standing Offer (Multiple Delivery);
- c. PWGSC-TPSGC 944, Call-up Against Multiple Standing Offers (English only);
- d. PWGSC-TPSGC 945, Call-up Against Multiple Standing Offers (French only);

Or an equivalent form of electronic call-up document which at a minimum:

- identifies the Standing Offer number;
- signifies acceptance of the terms and conditions of the Standing Offer;
- includes a description and a unit price for each item on the call up;
- identifies the total value of the Call-up;
- identifies a point of delivery;
- includes confirmation of available funds under the applicable legislation, regulation or policy, as applicable;
- includes confirmation of the Authorized User's authority to enter in to a Contract; and
- allows for collection of the data identified at Annex "B" – Standing Offer Reporting, Article B1, Collection of Data

These forms are available through the *PWGSC Forms Catalogue* Web site.

### **7.8.2 Call-up Instrument for Provincial/Territorial Identified User**

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Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv873.E60PV-18SCAN

Buyer ID - Id de l'acheteur  
pv873  
CCC No./N° CCC - FMS No./N° VME

For Call-ups issued by a Provincial/Territorial Identified User, the Work will be authorized using the GC 942-3, Call-Up Against a Standing Offer (FPT) form. An electronic sample is attached at Annex "E" – Forms. This form is available through the *PWGSC Forms Catalogue* Web site.

Or an equivalent form of electronic call-up document which at a minimum:

- identifies Standing Offer number;
- identifies the total value of the Call-up;
- includes the unit price for each item on the Call-up;
- identifies a point of delivery;
- includes confirmation of available funds under the applicable legislation, regulation or policy, as applicable;
- includes confirmation of the Authorized User's authority to enter in to a Contract; and
- includes acceptance of the terms and conditions of the Standing Offer.

## 7.9 Limitation of Call-ups (Federal Identified User Only)

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included) for the client.

Individual requirements exceeding these amounts must be submitted to PSPC in the form of a funded requisition (9200) for processing.

The Standing Offer Authority (or their delegated representatives) may issue call-ups in excess of \$400,000.00

## 7.10 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 2017-06-21, General Conditions - Standing Offers - Goods or Services
- d) the supplemental general conditions:
  - i. 4001 2015-04-01 Hardware Purchase, Lease and Maintenance;
  - ii. 4003 2010-08-16 Licensed Software; and
  - iii. 4004 2013-04-25 Maintenance and Support Services for Licensed Software;
- e) 2010A 2016-04-04 General Conditions - Goods (Medium Complexity);
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment; and
- h) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*).

## 7.11 Certifications and Additional Information

### 7.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

## 7.12 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

## 7.13 Price Lists

Following issuance of a Standing Offer, it is the Offeror's responsibility to supply and update price lists and/or catalogues as Canada may require. The Offeror must provide one copy of its catalogue and price list and updates to each Identified User requesting a copy. The Offeror must further send one copy to the Standing Offer Authority at the address stated in the Standing Offer.

## B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### 7.1 Statement of Work

The Contractor must provide the items and/or perform the Work described in the call-up against the Standing Offer.

### 7.2 Standard Clauses and Conditions

#### 7.2.1 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.

The following sections apply to Federal Identified Users only:

Section 27 – Contingency Fees

Section 29 – Integrity Provisions – Contract

Section 31 – Code of Conduct for Procurement - contract

Section 16 Interest on Overdue Accounts, of [2010A](#) 2016-04-04 General Conditions – Goods (Medium Complexity) will not apply to payments made by credit cards.

## 7.2.2 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.

## 7.3 Term of Contract

### 7.3.1 Period of the Contract

### 7.3.1 Period of the Contract

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The Work must be completed in accordance with the call-up against the Standing Offer.

### 7.3.2 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

### 7.4 Payment

#### 7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit prices, as specified in Annex A – Requirement / Basis of Payment. Customs duties are included and the total amount of applicable taxes must be shown separately.

#### 7.4.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

#### 7.4.3 Method of Payment

SACC Manual clause H1000C Single Payment 2008-05-12

H1000C (2008-05-12), Single Payment is amended as follows:

Delete: "Canada"  
Insert: "Authorized User"

#### 7.4.4 SACC Manual Clauses

SACC Manual clause C2000C Taxes - Foreign-Based Contractor 2007-11-30

#### 7.4.5 Electronic Payment of Invoices – Call-up (**Note to Offeror: this clause will be updated based on responses to ATTACHMENT 1 TO PART 3**)

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. Wire Transfer (International Only);
- g. Large Value Transfer System (LVTS) (Over \$25M)

### 7.5 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 and delivered in accordance with the Contract and has been accepted by the Authorized User to whom the Work is delivered. Each invoice must be supported by a certified copy of the prepaid transportation bill of lading.
2. Invoices must be distributed as follows:

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- 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; and
- c. One (1) copy must be forwarded to the consignee.

## 7.6 Insurance

SACC *Manual* clause [G1005C](#) 2016-01-28 Insurance

## 7.7 SACC Manual Clauses

<a href="#">B1501C</a>	Electrical Equipment	2006-06-16
<a href="#">B7500C</a>	Excess Goods	2006-06-16

B7500C (2006-06-16), Excess Goods is amended as follows:

Delete: the words "Canada" and "Identified User"

Insert: "Authorized User"

<a href="#">A9062C</a>	Canadian Forces Site Regulations	2011-05-16
<a href="#">A9068C</a>	Government Site Regulations	2010-01-11
<a href="#">A2000C</a>	Foreign Nationals (Canadian Contractor)	2006-06-16
<a href="#">A2001C</a>	Foreign Nationals (Foreign Contractor)	2006-06-16

## 7.8 Shipping Instructions - Delivery at Destination

1. Shipment shall be consigned to the destination specified herein and delivered:  
  
DDP Delivered Duty Paid (destination as per call-up) Incoterms 2010 for shipments from a commercial supplier.
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

### STATEMENT OF WORK

Canada has a requirement to establish a National Master Standing Offer (NMSO) for the supply and deliveries of benchtop narcotics and explosive detection instruments, to Federal Identified Users and to Provincial/Territorial Identified Users, on an as and when requested basis. The instruments must be based on Ion Mobility Spectrometry (IMS), utilizing dual mode (simultaneous narcotics and explosives) analysis for a sample.

The Offeror must provide all of the following:

1. Bench top narcotics and explosives instruments with a radioactive source based on Ion Mobility Spectrometry (IMS), utilizing dual mode (simultaneous narcotics and explosives) analysis for a sample, including delivery, installation, training, one year Warranty including maintenance and support services, hard-sided transportation crate, consumable materials as described below, and the required manuals for the operation and maintenance of the IMS instrument (in either English, French or bilingual format). The offeror must also provide all necessary cables, power cords, accessories etc., required to produce a fully functional instrument;
2. Annual Extended Warranty including Maintenance and Support Services;
3. Training; and
4. Consumable materials required for one year of usage based on 100 samples analyzed per day, 24 hours usage per day, 7 days per week and 52 weeks per year.

The Bench top narcotics and explosives detectors (hereinafter referred to as 'the IMS instrument') must work and meet all of the mandatory specifications and technical requirements as specified below and the mandatory evaluation criteria as specified at Part B of ATTACHMENT 1 to PART 4.

#### 1. GENERAL REQUIREMENTS

Item #	MANDATORY SPECIFICATION - DESCRIPTION
1.1	The IMS instrument must have a radioactive source.
1.2	The IMS instrument must be based on a proven drift tube IMS technology.
1.3	The IMS instrument must operate at atmospheric pressure and linear electric field.
1.4	The IMS instrument must detect narcotics and explosives from the same sample.
1.5	The IMS instrument must operate in dual mode (positive and negative polarities) for explosive and drug detection.
1.6	The IMS instrument must support switching into a single mode where explosives or drugs can be detected independently.
1.7	The IMS instrument must not be a handheld instrument.

#### 2. SAMPLE COLLECTION REQUIREMENTS

Item #	MANDATORY SPECIFICATION - DESCRIPTION
2.1	The IMS instrument must provide the functionality for sampling collection methods by sampling swab used directly to swipe the sample surface by hand without the use of a wand, vacuum or solvent.
2.2	The IMS instrument's sampling swabs must be disposable.
2.3	The IMS instrument's sampling swabs must be non-metallic.
2.4	The IMS instrument's sampling swab must collect trace particles of narcotics and explosives directly from

	sample surface without damaging the sample surface.
<b>2.5</b>	The IMS instrument's sampling swab must sample all of the following: <ul style="list-style-type: none"> <li>a. Baggage;</li> <li>b. Vehicles;</li> <li>c. Cargo;</li> <li>d. Mail;</li> <li>e. personal effects including but not limited to cell phones, hair brushes, watches, etc; and</li> <li>f. documents.</li> </ul>
<b>2.6</b>	The IMS instrument must analyze the collected samples directly without any sample preparation or treatment required.
<b>2.7</b>	The IMS instrument must start analysis automatically after introduction of the sampling swab, without the intervention of the user.

### 3. INSTRUMENT REQUIREMENTS

<b>Item #</b>	<b>MANDATORY SPECIFICATION – DESCRIPTION</b>
<b>3.1</b>	The IMS instrument must be ready to use and operational within 30 minutes from a cold start (i.e. starting the instrument after it has been shut down and cooled to room temperature completely).
<b>3.2</b>	The total analysis time of the IMS instrument must be less than 10 seconds, from the time the sample swab is introduced into the instrument to the time the result is displayed.
<b>3.3</b>	The IMS instrument must have a recovery time (i.e. be ready for analysis) of less than 20 seconds after a negative result.
<b>3.4</b>	The recovery time for the IMS instrument to be ready for analysis after a positive alarm, at five times the minimum alarm limit, must be less than 60 seconds. (i.e. after 60 seconds, the instrument must have no longer give any alarm when a blank swab is analyzed by the IMS instrument)
<b>3.5</b>	The basic operation and maintenance procedures must be minimized and structured in such a way that they can be performed by non-technical (i.e. end-user) personnel after appropriate training.
<b>3.6</b>	All critical operating parameters must be automatically monitored. The critical operating parameters include but are not limited to: <ul style="list-style-type: none"> <li>a. Operating temperatures (e.g., drift tubes, desorber, etc.);</li> <li>b. Pressure inside the drift tubes;</li> <li>c. Internal calibrant (e.g. drift time, amplitude);</li> <li>d. Drift and sample flows;</li> <li>e. Reactant ion intensity;</li> <li>f. Status of drying agent; and</li> <li>g. Voltages or electric fields of drift tubes</li> </ul>
<b>3.7</b>	The IMS instrument must operate on ambient air, with no requirement for bottled or cylinder gases.
<b>3.8</b>	The IMS instrument must not exceed the radioactivity limits outlined in Transport Canada regulation exclusion UN 2911.
<b>3.9</b>	The IMS instrument must be calibrated using an internal calibration.
<b>3.10</b>	The IMS instrument's internal calibrants, dopants, reactants, parts controlling humidity (e.g. air purification materials) and hardware (including but not limited to the ion mobility drift tube) must last a minimum of one year without replacement, under normal operational usage (defined as 24 hours/ 7 days a week operation with 100 samples per day).
<b>3.11</b>	The IMS instrument's consumables' (e.g. sampling swabs, verification substances, dopant, reactant, etc.) storage must not require the use of refrigeration or fume hood.
<b>3.12</b>	The IMS instrument's verification substances must be provided in an easy- to-use and self-contained format (i.e. no syringe-sampling or open-bottled solution required) in order to avoid contamination.
<b>3.13</b>	The IMS instrument must prompt the operator to perform a verification after every login.

<b>3.14</b>	The IMS instrument must prompt the operator to perform a verification after every eight hours in a single login session.
<b>3.15</b>	When the IMS instrument is operating in the regular Operator Mode, the IMS instrument must not allow analysis to be conducted without a successful verification, described in 3.13 and 3.14.
<b>3.16</b>	The IMS instrument must support the functionality for users to perform verification as necessary.
<b>3.17</b>	The IMS instrument must indicate to the operator whenever a verification is required.
<b>3.18</b>	The IMS instrument must monitor its calibration at all times.
<b>3.19</b>	The IMS instrument must indicate to the operator when the IMS instrument is out of calibration, when the IMS instrument is not ready for analysis and when the IMS instrument requires maintenance.
<b>3.20</b>	The IMS instrument must detect and correctly identify all of the following narcotic and explosive substances: <ul style="list-style-type: none"><li>a. Cocaine;</li><li>b. Amphetamine;</li><li>c. Methamphetamine;</li><li>d. methylenedioxiamphetamine (MDA);</li><li>e. methylenedioximethamphetamine (MDMA);</li><li>f. methylenedioxiethylamphetamine (MDEA);</li><li>g. tetrahydrocannabinol (THC);</li><li>h. Heroin;</li><li>i. trinitrotoluene (TNT);</li><li>j. hexahydro-1,3,5-trinitro-1,3,5-triazine(RDX);</li><li>k. pentaerythritol tetranitrate (PETN);</li><li>l. nitroglycryn (NG);</li><li>m. tetryl;</li><li>n. hexamethylene triperoxide diamine (HMTD);</li><li>o. Furanyl fentanyl;</li><li>p. Fentanyl; and</li><li>q. Carfentanil;</li></ul>
<b>3.21</b>	The IMS instrument must produce all of the following minimum alarm limits, with solutions of each substance directly deposited onto the sampling swab and analyzed by the instrument. The minimum alarm limit is defined as the minimum amount of substance deposited onto the sampling swab that generates nine correct alarms out of twelve analyses. Alarm limits must be obtained for all of the listed substances. <ul style="list-style-type: none"><li>a. Cocaine: 1.0 nanograms (ng) or less;</li><li>b. Amphetamine: 1.5 ng or less;</li><li>c. Methamphetamine: 1.5 ng or less;</li><li>d. MDA: 1.5 ng or less;</li><li>e. MDMA: 1.5 ng or less;</li><li>f. MDEA: 1.5 ng or less;</li><li>g. THC: 5.0 ng or less;</li><li>h. Heroin: 6.0 ng or less;</li><li>i. TNT: 1.0 ng or less;</li><li>j. RDX: 1.0 ng or less;</li><li>k. PETN: 1.0 ng or less;</li><li>l. NG: 2.0 ng or less;</li><li>m. Tetryl: 20 ng or less; and</li><li>n. HMTD: 40 ng or less</li><li>o. Furanyl fentanyl 5.0 ng or less;</li><li>p. Fentanyl 5.0 ng or less;</li><li>q. Carfentanil 5.0 ng or less.</li></ul>
<b>3.22</b>	The IMS instrument must be programmable to detect and correctly identify a minimum of ten additional substances in each mode.

<b>3.23</b>	The IMS instrument must allow the programming of new substances by the user without the help or intervention from the Offeror.
<b>3.24</b>	The IMS instrument must allow the user to modify the alarm detection algorithm without the help or intervention from the Offeror.

#### 4. PHYSICAL AND ENVIRONMENTAL REQUIREMENTS

Item #	MANDATORY SPECIFICATION - DESCRIPTION
<b>4.1</b>	The IMS instrument must operate in a temperature range of 0°C to 30°C, inclusively.
<b>4.2</b>	The IMS instrument must operate in a humidity range of 5% to 95%, inclusively (non-condensing).
<b>4.3</b>	The IMS instrument must operate at the power supply of 110 volt AC, 50-60 Hz.
<b>4.4</b>	The IMS instrument must weigh less than 25 kg.
<b>4.5</b>	The size of the IMS instrument must not exceed 60 cm × 50 cm × 50 cm due to space constraints.

#### 5. COMPUTER SYSTEM

Item #	MANDATORY SPECIFICATION - DESCRIPTION
<b>5.1</b>	The IMS instrument must employ a minimum of two user levels of instrument access with increasing degree of privileges, e.g. Operator and Supervisor/ Administrator.
<b>5.2</b>	The IMS instrument must support the granting of "Administrator" rights to the instrument and data.
<b>5.3</b>	The IMS instrument must provide the functionality to allow the administrator to have access to set privileges for the other instrument access levels.
<b>5.4</b>	The operating parameters of the IMS instrument must be accessible through the IMS instrument software with password control, without requiring the use of an external computer.
<b>5.5</b>	A hard copy of the IMS instrument operating parameters for each IMS instrument purchased must be provided.
<b>5.6</b>	The screen displays of the IMS instrument must be available in English and in French. The instrument must provide the functionality to allow the user to select the language preference.
<b>5.7</b>	The IMS instrument must provide an audio and a visual alarm for a positive detection and the identified substance(s) must be displayed.
<b>5.8</b>	The IMS instrument must allow administrators to select the display preference of the results for all user levels. The result display preference refers to the indication of alarm strengths (numeric and graphic display of signal intensity), the ion mobility spectrum and details of the results.
<b>5.9</b>	The IMS instrument must enable and support the functionality to save all data files (samples and verification) on the IMS instrument on-board computer system.
<b>5.10</b>	The IMS instrument's on-board computer system must be networkable using an Ethernet port with IP V4/V6 compatibility.
<b>5.11</b>	The IMS instrument's on-board computer system must have a capacity sufficient to store all data for a minimum of 10,000 samples.
<b>5.12</b>	When the maximum capacity of the file storage area is approached, the IMS instrument must display a corresponding status message, and remain functional unless the FIFO (first in-first out, where new data replaces the older data) method is used.
<b>5.13</b>	The IMS instrument must provide the functionality for administrators to perform all of the following: i) overwrite existing data files; ii) save existing data files; and iii) delete existing data files
<b>5.14</b>	The IMS instrument must save data files in a format which includes all of the operating parameters at the time the sample was analyzed and individual ion mobility spectra.
<b>5.15</b>	The IMS instrument must communicate with an external computer (for tasks including data transfer) via

	USB 2.0 high-speed bidirectional communication or via Ethernet network connection IP V4/V6.
5.16	The IMS instrument must allow the user to have full access to the data, to save, archive, organize and share data locally and remotely (e.g. file share, Database etc....).
5.17	The IMS instrument must deliver analytical results in a text-based "CSV" or "XML" format.

## **A. TRAINING**

### Comprehensive Training

1. The Offeror must provide one (1) training program on the operational, maintenance and technical aspects of the instrument for up to ten participants with a duration of no more than one week, at the Offeror's provided facilities in Canada.
2. The training must include all the required information to allow the user to perform all tasks specified in Section 5. Computer system.
3. The exact dates for the training sessions will be established after the award of the resulting call-up, following consultation between the Technical Authority and the Offeror.
4. All training must be provided in English by a trained authority designated by the Offeror (i.e. technician).
5. Training materials must be available in English and French.
6. The Offeror must supply both English and French copies of the training materials in electronic format (.pdf format).
7. The Offeror will grant to Canada, in perpetuity, unconditional rights to use the content of the Training Material as content incorporated into the training resources and computer-based learning programs for instruction in the use of the IMS Instrument through training initiatives that are internal to the Authorized User. The rights to use the content of the Training Material will also include the Authorized User's right to translate into French any portion of the content for use in training initiatives that are internal to the Authorized User.

### Operator Training at the Authorized User's facilities

1. The Offeror must provide a single comprehensive course of up to four (4) days duration for between five (5) and ten (10) Instructional Designers and Trainers (hereinafter referred to as the "Operator Training Seminar").
2. The Operator Training Seminar must include, but not be limited to, in-class training where the Instructional Designers and Trainers (IDTs) receive live instruction as well as hands-on operation of the IMS Instrument.
3. The objective of this Operator Training Seminar is to convey an expert level of knowledge and competency in all aspects of the operation of the IMS Instrument to the IDTs. This required level of expertise will allow the IDTs to design the training elements of a training program and to provide the operator's training of the IMS Instrument to the operators tasked with the use of the instruments in the field.
4. The Operator Training must include written material and imagery that will supplement the in-class training. The written training material and imagery (hereinafter referred to as the "Training Material") must be provided by the Offeror to the attendees of the seminar and the Authorized User's Technical Authority (TA) in both soft copy and hard copy.
5. The Offeror will grant to Canada, in perpetuity, unconditional rights to use the content of the Training Material as content incorporated into the training resources and computer-based learning programs for instruction in the use of the IMS Instrument through training initiatives that are internal to the Authorized User. The rights to use the content of the Training Material will also include the Authorized User's right to translate into French any portion of the content for use in training initiatives that are internal to the Authorized User.

#### Maintenance Training at the Authorized User's facilities

1. The Offeror must prepare and present a training course to personnel identified to the Offeror by the Authorized User as individuals responsible for first-line maintenance of the IMS Instrument.
2. The Maintenance Training course must be presented on-site on a date determined by the TA in either English or French, as specified in individual authorized call-ups.
3. The Maintenance Training course must focus on the material contained in the maintenance manuals which will be provided to each attendee in either English or French, as specified in individual authorized call-ups.

#### **B. WARRANTY INCLUDING MAINTENANCE AND SUPPORT SERVICES**

1. The Offeror must provide Warranty including Maintenance and Support services, for a one year period. In addition to the obligations under section 14 of 4001, the offeror must provide the following as part of the warranty including maintenance and support services:
  - a. Warranty each IMS Instrument for a period of at least one (1) calendar year from the date of acceptance of the instrument.
  - b. Provide second- and third-line service and support such that, should a IMS Instrument cease to function or break through regular use and the Offeror-trained Authorized User maintenance technician is unable to restore normal function through the execution of the maintenance options provided by the Offeror's training, the IMS instrument must be restored or replaced within 72 hours by the Offeror.
  - c. Provide regular updates to the IMS instrument software including patches, upgrades, and fixes.
2. The Offeror must provide Canada with a toll-free phone number that reaches a help-desk that, through a live conversation from 8:00 to 16:00 local time or a voice mailbox, must provide a response to a call from Canada within four (4) working hours in either English or French, as requested by the end user.

The Offeror must maintain a supply of spare parts for the replacement and/or repair of IMS Instruments. The spare parts must be available for the estimated life cycle of the instrument, a minimum of 10 years. This supply must be warehoused at an Offeror's facility within North America in order to ensure that the restoration or replacement of any Instrument can take place within 72 hours by the Offeror.

3. The Mean Time to Repair (MTTR), defined as the total time from notification of repair requirement to system ready status, must not exceed seven (7) business days, including shipping (estimated at 24-hour shipping time each way). The MTTR includes all diagnostic activities.

The Offeror must provide Loaner instruments to the authorized users when the maintenance and/or repair time exceeds seven (7) business days at no cost to the Authorized User.

The Offeror must, after completion of repairs and upgrades, re-install the Authorized Users' parameters and settings in the instrument, if they are different from those of the default values.

#### **D. CONSUMABLES**

The Offeror must provide consumable materials required for one year of usage based on 100 samples analysed per day, 24 hours usage per day, 7 days per week and 52 weeks per year.

#### **E. CARRYING CASE**

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The Offeror must provide a wheeled instrument carrying case suitable for damage-free shipping of the instrument and with a reasonable amount of space to store consumables and maintenance items. The carrying case must be included with the instrument.

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 File No. - N° du dossier  
**py873.E60PV-18SCAN**

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**ANNEX B**

**BASIS OF PAYMENT**

<b>Item 1 - Instrument</b>			
Instrument including all of the following:			
<ul style="list-style-type: none"> <li>• Delivery;</li> <li>• Installation;</li> <li>• One year Warranty (including maintenance and support services);</li> <li>• Hard-sided transportation crate;</li> <li>• Consumable materials required for one year of usage (based on 100 samples analyzed per day, 24 hours usage per day, 7 days per week and 52 weeks per year);</li> <li>• Manuals for the operation and maintenance of the IMS instrument (in either English, French or bilingual format); and</li> </ul>			
All necessary cables, power cords, accessories etc., required to produce a fully functional instrument.			
<b>Pricing Period</b>			
<b>Firm all-inclusive Lot Price per instrument</b>			
<b>Quantity of Instruments per order</b>			
<b>Column A</b>	<b>Column B</b>	<b>Column C</b>	<b>Column D</b>
	<b>2- 5</b>	<b>6-10</b>	<b>11 or greater</b>
<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
1	From date of issue for two years		

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<b>Item 2 - Consumables</b>			
Sampling Materials and Supplies required for one year of usage per instrument based on 100 samples analyzed per day, 24 hours usage per day, 7 days per week and 52 weeks per year			
<b>Item</b>	<b>Pricing Period</b>	<b>Firm all-inclusive Lot Price</b>	
		<b>Order Quantity per lot of one year usage per instrument</b>	
		<b>Column A</b>	<b>Column D</b>
1		1	11 or greater
	From date of issue for two years	\$	\$
		2-5	6-10
		\$	\$

<b>Item 3</b>			
Annual Warranty including Maintenance and Support services			
<b>Item</b>	<b>Pricing Period</b>	<b>Firm all-inclusive Annual Lot Price per instrument</b>	
		<b>Quantity of Instruments per order</b>	
		<b>Column A</b>	<b>Column D</b>
1		1	11 or greater
	From date of issue for two years	\$	\$
		2-5	6-10
		\$	\$

<b>Item 4.1</b>			
Comprehensive Training In accordance with description in Annex A.			
<b>Item</b>	<b>Pricing Period</b>	<b>Firm all-inclusive Lot Price Firm, all-inclusive Lot Price per trainee</b>	
		<b>Quantity of trainees per order</b>	
		<b>Column A</b>	<b>Column D</b>
1		1	11 or greater
	From date of issue for two years	\$	\$
		2-5	6-10
		\$	\$

<b>Item 4.2</b>			
Operator Training In accordance with description in Annex A.			
<b>Item</b>	<b>Pricing Period</b>	<b>Firm all-inclusive Lot Price Firm, all-inclusive Lot Price per trainee</b>	
		<b>Quantity of trainees per order</b>	
		<b>Column A</b>	<b>Column D</b>
		Column B	Column C

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**E60PV-18SCAN**

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 py873  
 File No. - N° du dossier  
 py873.E60PV-18SCAN

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<b>1</b>	From date of issue for two years	<b>1</b>	<b>\$</b>	<b>2- 5</b>	<b>\$</b>	<b>6-10</b>	<b>\$</b>	<b>11 or greater</b>	<b>\$</b>
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**Item 4.3**

Maintenance Training In accordance with description in Annex A.

Item	Pricing Period	Firm all-inclusive Lot Price Firm, all-inclusive Lot Price per trainee			
		Column A	Column B	Column C	Column D
<b>1</b>	From date of issue for two years	<b>1</b>	<b>2- 5</b>	<b>6-10</b>	<b>11 or greater</b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

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**ANNEX C**

**LIST OF PRODUCTS**

Product Name	Model/Part Number	Name of Manufacture		

**ANNEX D**

**STANDING OFFER REPORTING**

Instructions for submission of standing offer usage data. The Contractor must e-mail the information identified below in the form of an electronic spreadsheet in the format below, to the following address:

[cassandra.shannahan@tpsgc-pwgsc.gc.ca](mailto:cassandra.shannahan@tpsgc-pwgsc.gc.ca)

The report must include as a minimum the following:

- The standing offer number for which the data is submitted;
- The period for which the data has been accumulated (start date to end date);
- The start date and end date for the standing offer;
- Item description and quantity being ordered
- Unit of issue
- Value of individual call-ups; and
- The total spend per reporting period and to date, by government department.

Standing Offer (Insert Standing Offer #)		Start Date of SO (DD/MM/YYYY)	End Date of SO (DD/MM/YYYY)
Total Value to Date (\$)	Total Value for Reporting Period (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period (DD/MM/YYYY)

Item Description	Quantity	Unit of Measure (each, litre, etc.)	Value of Order (not including GST/HST or Delivery)

NOTE: A MICROSOFT EXCEL FORMAT FILE FOR THE PURPOSE OF REPORTING IS AVAILABLE ELECTRONICALLY UPON E-MAIL REQUEST TO THE CONTRACTING AUTHORITY.

**ATTACHMENT 1 TO PART 4 OF THE REQUEST FOR STANDING OFFER**

**TECHNICAL OFFER SUBMISSION DOCUMENT ATTACHMENT 1 TO PART 4 OF THE OFFER SOLICITATION**

All requested information should be presented in the respective sections of this Attachment, or referenced and appended thereto.

Large data files do not need to be printed for inclusion in the hard copy; however, they must be provided with the soft copy and accessible without the need for specialized software. All appended figures, tables, and supporting data should be referenced where indicated in this Attachment.

In Section A of this attachment Offerors should clearly detail how the proposed instrument meets each of the directly referenced requirements of Annex A. The information will be used to evaluate compliance with the referenced mandatory technical requirements.

In Section B of this attachment Offerors should demonstrate a technical and organizational capacity to deliver a compliant system that meets the requirements of the offer solicitation.

Regardless of the content of the information provided in Section B, if the Offeror is awarded a Standing Offer, work must be done in accordance with Annex A.

**SECTION A. INFORMATION FOR MANDATORY COMPLIANCE VERIFICATION**

**M.1. Drift Tube Design**

REFERENCE: SOW See Items 1.1 to 1.7

The Offeror must indicate whether the IMS instrument consists of single or dual IMS drift tubes:

.....  
.....

The Offeror must indicate the type of IMS drift tube(s) being used in the IMS instrument.

.....  
.....

Additional details appended as: \_\_\_\_\_

**M.2. Sampling Swab**

REFERENCE: SOW See Items 2.1 to 2.6

The Offeror must indicate the type of material used as the sampling swab.

.....  
.....

Additional details appended as: \_\_\_\_\_

**M.3. Calibration**

REFERENCE: SOW See Item 3.9

The Offeror must specify in its offer whether the instrument uses internal calibration.

.....  
.....

Additional information appended as: .....

**M.4. Training**

REFERENCE: SOW Section A. Training

The Offeror must provide proposed training outlines listing of all in-class and hands-on modules.

The Offeror must briefly summarize the media and instructional aids used in Training (printed materials, presentation software, interactive training software, etc.).

.....  
.....

Additional details appended as: .....

**M.5. Maintenance Procedures**

REFERENCE: SOW Section A. Training

The Offeror must list the tasks involved in basic maintenance procedures (daily, weekly and yearly).

.....  
.....

The Offeror must describe how the IMS instrument indicates to the operator when the instrument is not ready for analysis and when the instrument requires maintenance. REFERENCE: SOW see Item 3.19

.....  
.....

Additional details appended as: .....

**M.6. Source**

REFERENCE: SOW See Item 3.8

The Offeror must specify the radioactive isotope, the strength (mCi or MBq) and the number of radioactive source(s) contained in the instrument.

.....  
.....

Additional details appended as: .....

**M.7. Service Facilities (After Sales Service and Repair)**

List the service facilities closest to the following destination Halifax, Toronto, Montreal, Vancouver and Edmonton.

.....  
.....

Additional details appended as: .....

**M.8. Replacement Parts**

REFERENCE: SOW Section B, Item 2.

Locations of available replacement parts from consumables to major components.

.....  
.....

Additional details appended as: .....

**M.9. Service Response Time**

REFERENCE: SOW Section B

Response time in regards to 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).

.....  
.....

Additional details appended as: .....

**M.10. Frequency of Routine Maintenance**

REFERENCE: SOW Section B.

List the frequency of routine maintenance visits provided by a qualified service technician during the warranty period, if applicable and included in the price.

.....  
.....

Additional details appended as: .....

**SECTION B. MANDATORY INFORMATION FOR VALIDATION OF OFFER**

Item #		YES	NO	Reference to offer document (document name, page, and paragraph number)
1.5	The IMS instrument must operate in dual mode (positive and negative polarities) for explosive and drug detection.			
1.7	The IMS instrument must not be a handheld instrument.			
2.2	The IMS instrument's sampling swabs must be disposable.			
2.3	The IMS instrument's sampling swabs must be non-metallic.			
3.7	The instrument must operate on ambient air, with no requirement for bottled gases.			
3.20	The instrument must detect and correctly identify all of the following narcotic and explosive substances: <ul style="list-style-type: none"> <li>a. Cocaine;</li> <li>b. Amphetamine;</li> <li>c. Methamphetamine;</li> <li>d. Methylenedioamphetamine (MDA);</li> <li>e. Methylenedioximethamphetamine (MDMA);</li> <li>f. Methylenedioethylamphetamine (MDEA);</li> <li>g. Tetrahydrocannabinol (THC);</li> <li>h. Heroin;</li> <li>i. trinitrotoluene (TNT);</li> <li>j. hexahydro-1,3,5-trinitro-1,3,5-triazine (RDX);</li> <li>k. Pentaerythritol tetranitrate (PETN);</li> <li>l. Nitroglycerin (NG)</li> <li>m. Tetryl</li> <li>n. Hexamethylene triperoxide diamine (HMTD);</li> <li>o. Furanyl fentanyl;</li> <li>p. Fentanyl; and</li> <li>q. Carfentanyl;</li> </ul>			
4.1	The instrument must operate in a temperature range of 0°C to 30°C, inclusively.			
4.2	The instrument must operate in a humidity range of 5% to 95%, inclusively (non-condensing).			
4.3	The instrument must operate at the power supply of 110 volt AC, 50-60 Hz.			
4.4	The IMS instrument must weigh less than 25 kg.			
4.5	The size of the instrument must not exceed 60 cm × 50 cm × 50 cm due to space constraints.			
5.17	The IMS instrument must communicate with an external computer (for tasks including data transfer) via USB 2.0 high-speed bidirectional communication or via Ethernet network connection IP V4/V6.			

**ATTACHMENT 2 TO PART 4 OF THE REQUEST FOR STANDING OFFER**

**TECHNICAL POINT RATING MATRIX**

<b>Mandatory Specification</b>	<b>Point Rated Requirement</b>	<b>Instrument specifications (Offeror to complete)</b>	<b>Evaluation Factors and Scoring Methodology</b>	<b>Min. Pts.</b>	<b>Max. Pts.</b>
2.5	The sampling swab should deliver, enable and support the functionality for sampling baggage, vehicles, cargo, mail, personal effects and documents.		<p>(a) Minimum alarm limit (MAL) with substances deposited on Teflon surface:</p> <p>For each of four (4) substances, instrument with</p> <ul style="list-style-type: none"> <li>• highest MAL = 0</li> <li>• intermediate MAL = 0.5</li> <li>• lowest MAL = 1</li> </ul> <p>(min. pts 0; max pts 4)</p> <p>(b) Effect of four (4) surfaces on sampling and detection capability:</p> <p>For each of four (4) substances, instrument with</p> <ul style="list-style-type: none"> <li>• highest MAL = 0</li> <li>• intermediate MAL = 0.25</li> <li>• lowest MAL limit = 0.5</li> </ul> <p>(min. pts 0; max pts 8)</p> <p>(c) Effect of dust</p> <p>For each of four (4) substances, instrument with</p> <ul style="list-style-type: none"> <li>• highest MAL = 0</li> <li>• intermediate MAL = 0.5</li> <li>• lowest MAL limit = 1</li> </ul> <p>(min. pts 0; max pts 4)</p>	0	16
3.3	The recovery time for the instrument to be ready for analysis after a negative result should be 20	Recovery time = _____ s	<ul style="list-style-type: none"> <li>• More than 20 seconds = non-compliant</li> <li>• 15 – 20 seconds = 1</li> <li>• Less than 15 seconds = 5</li> </ul>	0	5

3.4	seconds or less. The recovery time for the instrument to be ready for analysis after a positive alarm, at five times the minimum alarm limit, should be less than 60 seconds.	Recovery time = _____ s	<ul style="list-style-type: none"> <li>• More than 60 seconds = non-compliant</li> <li>• 45 – 60 seconds = 1</li> <li>• Less than 45 seconds = 5</li> </ul>	0	5
3.5	The basic operation and maintenance procedures should be minimized and structured in such a way that they can be performed by non-technical personnel after appropriate training.	Basic operation and maintenance procedures can be easily performed by: <input type="checkbox"/> non-technical personnel <input type="checkbox"/> Offeror technical personnel (please check applicable box)	<ul style="list-style-type: none"> <li>• Offeror technical personnel = 0</li> <li>• Non-technical personnel = 5</li> </ul>	0	5
3.14	The IMS instrument should require a verification at a single login session no more than once every eight hours.	The frequency the operator is required to perform a calibration or verification: Once every _____ hours	<ul style="list-style-type: none"> <li>• Less than 8 hours = non-compliant</li> <li>• 8 hours and more = 10</li> </ul>	0	10
3.22	The instrument should be programmable to detect and correctly identify a minimum of ten (10) additional substances in each mode.	Total no. of additional programmable substances in each mode = _____	<ul style="list-style-type: none"> <li>• Less than 10 = non-compliant</li> <li>• 10 – 25 substances or less = 1</li> <li>• More than 25 substances = 5</li> </ul>	0	5

**ATTACHMENT 3 TO PART 4 OF THE REQUEST FOR STANDING OFFER – PRICING SCHEDULE**

**CALCULATION OF TOTAL OFFER PRICE**

For evaluation purposes only, the quantities stated below are estimates and not to be construed as a guarantee.

**Table 1 - Instrument**

Item	Pricing Period	Calculation of Extended Total						
		Firm all-inclusive Lot Price per instrument						
		Column A	Column B	Column C	Column D	Column E	Column F	Column G
1	From date of issue for two years	\$ _____	\$ _____	\$ _____	11 or greater	Average Price per Instrument for Evaluation Purposes Only	Estimated Quantity for Evaluation Purposes Only	Extended Total for Evaluation Purposes Only (Column E multiplied by Column F)
						Sum of Unit Price for Item 1 Column A to Column D Divided by 4	2	\$ _____
<b>SUB-TOTAL 1 (Sum of Column G):</b>								
Sum of Items 1								

- Instrument including all of the following:
- Delivery;
  - Installation;
  - One year Warranty (including maintenance and support services);
  - Hard-sided transportation crate;
  - Consumable materials required for one year of usage (based on 100 samples analyzed per day, 24 hours usage per day, 7 days per week and 52 weeks per year);
  - Manuals for the operation and maintenance of the IMS instrument (in either English, French or bilingual format); and
  - All necessary cables, power cords, accessories etc., required to produce a fully functional instrument.

**Table 2 – Consumables**

Item	Pricing Period	Firm all-inclusive Lot Price						
		Order Quantity per lot of one year usage per instrument						
		Column A	Column B	Column C	Column D	Column E	Column F	
		1	2-5	6-10	11 or greater	Average Price per	Estimated	Extended Total

Sampling Materials and Supplies required for one year of usage per instrument based on 100 samples analyzed per day, 24 hours usage per day, 7 days per week and 52 weeks per year



**Table 4.1: Comprehensive Training at Offeror's Provided Location in Canada (as detailed in Annex A)**

Comprehensive Training In accordance with description in Annex A.		Calculation of Extended Total				
Pricing Period	Firm all-inclusive Lot Price Firm, all-inclusive Lot Price per trainee					Extended Total for Evaluation Purposes Only (Column E multiplied by Column F)
	Column A	Column B	Column C	Column D	Column E	
	1	2-5	6-10	11 or greater	Average Price per Trainee for Evaluation Purposes Only	Estimated Quantity for Evaluation Purposes Only
From date of issue for two years	\$ _____	\$ _____	\$ _____	\$ _____	Sum of Price per trainee for Item 1 Column A to Column D Divided by 4	1
<b>SUB-TOTAL 4 (Sum of Column G):</b>						<b>Sum of Items 1</b>

**Table 4.2 Operator Training at Authorized User's Location (as detailed in Annex A)**

Item	Operator Training In accordance with description in Annex A.						Calculation of Extended Total		
	Firm all-inclusive Lot Price Firm, all-inclusive Lot Price per trainee						Column E	Column F	Column G
	Column A	Column B	Column C	Column D	Column E	Column F			
	1	2-5	6-10	11 or greater	Average Price per Trainee for Evaluation Purposes Only	Estimated Quantity for Evaluation Purposes Only	Extended Total for Evaluation Purposes Only (Column E multiplied by Column F)		
1	From date of issue for two years	\$ _____	\$ _____	\$ _____	Sum of Price per trainee for Item 1 Column A to Column D Divided by 4	1	\$ _____		
<b>SUB-TOTAL 5 (Sum of Column G):</b>						<b>Sum of Items 1</b>			

**Table 4.3 Maintenance Training at Authorized User's Location (as detailed in Annex A)**

Item	Maintenance Training In accordance with description in Annex A.						Calculation of Extended Total			
	Pricing Period						Column D 11 or greater	Column E Average Price per Trainee for Evaluation Purposes Only	Column F Estimated Quantity for Evaluation Purposes Only	Column G Extended Total for Evaluation Purposes Only (Column E multiplied by Column F)
	Firm all-inclusive Lot Price Firm, all-inclusive Lot Price per trainee									
		Column A 1	Column B 2-5	Column C 6-10	Column D 11 or greater	Column E Average Price per Trainee for Evaluation Purposes Only	Column F Estimated Quantity for Evaluation Purposes Only	Column G Extended Total for Evaluation Purposes Only (Column E multiplied by Column F)		
1	From date of issue for two years	\$ _____	\$ _____	\$ _____	\$ _____	Sum of Price per trainee for Item 1 Column A to Column D Divided by 4	1	\$ _____		
<b>SUB-TOTAL 6 (Sum of Column G):</b>									Sum of Items 1	

**Table 8 Calculation of Total Offer Price:**

Item (Column A)	Description (Column B)	Extended Total (Column C)
1	Instrument	Sub-Total 1 from Table A.1
2	Consumables	Sub-Total 2 from Table A.2
3	Annual Warranty including Maintenance and Support Services	Sub-Total 3 from Table A.3
4.1	Comprehensive Training	Sub-Total 4 from Table A.4.1
4.2	Operator Training	Sub-Total 5 from Table A.4.2
4.3	Maintenance Training	Sub-Total 6 from Table A.4.3
<b>Total Offer Price (Sum Of Column C):</b>		<b>Sum of Items 1 to 4.3</b>

**ATTACHMENT 4 TO PART 4 OF THE REQUEST FOR STANDING OFFER**

**DATA VALIDATION TESTING GRID**

Mandatory Specifications	Data Validation test details	Results
<p>3.3 The recovery time for the instrument to be ready for analysis after a negative result must be 20 seconds or less.</p>	<ul style="list-style-type: none"> <li>The recovery time after analyzing a blank swab will be measured.</li> </ul>	<p>Recovery time = _____ s</p>
<p>3.4 The recovery time for the instrument to be ready for analysis after a positive alarm, at five times the minimum alarm limit, must be less than 60 seconds.</p>	<ul style="list-style-type: none"> <li>The recovery time after analyzing a swab with five times the minimum alarm limit will be measured for two narcotics and two explosives.</li> </ul>	<p>Recovery time:</p> <p>Narc 1 = _____ s          Narc 2 = _____ s          Exp 1 = _____ s          Exp 2 = _____ s</p>
<p>3.14 The instrument must maintain its calibration for the period of time stated in Section 3.14. The system must indicate to the operator whenever a verification is required.</p>	<ul style="list-style-type: none"> <li>After the instrument is ready, check whether the instrument correctly alarms on two narcotics and two explosives over the period of time stated in Section 3.14.</li> </ul>	<p>Narc 1 = Yes/No          Narc 2 = Yes/No          Exp 1 = Yes/No          Exp 2 = Yes/No</p>
<p>3.21 The following minimum alarm limits must be obtained, with solutions of each substance directly deposited onto the sampling swab and analyzed by the instrument. The minimum alarm limit is defined as the minimum amount of substance deposited onto the sampling swab that generates nine correct alarms out of twelve analyses.</p> <ol style="list-style-type: none"> <li>Cocaine: 1.0 nanograms (ng) or less;</li> <li>Amphetamine: 1.5 ng or less;</li> <li>Methamphetamine: 1.5 ng or less;</li> <li>MDA: 1.5 ng or less;</li> <li>MDMA: 1.5 ng or less;</li> <li>MDEA: 1.5 ng or less;</li> </ol>	<ul style="list-style-type: none"> <li>The minimum alarm limits for the listed substances will be tested by depositing solutions of each substance directly onto the sampling swab and analyzed by the instrument.</li> </ul>	<p>Minimum alarm limit met:</p> <p><input type="checkbox"/> Cocaine  <input type="checkbox"/> Amphetamine  <input type="checkbox"/> Methamphetamine  <input type="checkbox"/> MDA  <input type="checkbox"/> MDMA  <input type="checkbox"/> MDEA  <input type="checkbox"/> THC  <input type="checkbox"/> Heroin  <input type="checkbox"/> TNT  <input type="checkbox"/> RDX  <input type="checkbox"/> PETN  <input type="checkbox"/> NG</p>

<p>g. THC: 5.0 ng or less;          h. Heroin: 6.0 ng or less;          i. TNT: 1.0 ng or less;          j. RDX: 1.0 ng or less;          k. PETN: 1.0 ng or less;          l. NG: 2.0 ng or less;          m. Tetryl: 20 ng or less          n. HMTD: 40 ng or less          o. Furanyl fentanyl 5.0 ng or less;          p. Fentanyl 5.0 ng or less;          q. Carfantanyl 1.0 ng or less;</p>		<input type="checkbox"/> Tetryl <input type="checkbox"/> HMTD <input type="checkbox"/> Furanyl fentanyl <input type="checkbox"/> Fentanyl <input type="checkbox"/> Carfantanyl
<p>2.5 The IMS instrument's sampling swab must sample all of the following:</p> <ol style="list-style-type: none"> <li>Baggage;</li> <li>Vehicles;</li> <li>Cargo;</li> <li>Mail;</li> <li>personal effects including but not limited to cell phones, hair brushes, watches, etc; and</li> <li>documents</li> </ol>	<p>(a) Minimum alarm limits with substances deposited on Teflon surface:</p> <ul style="list-style-type: none"> <li>The minimum alarm limits for at least two narcotics and two explosives will be tested by depositing solutions of each substance onto Teflon surfaces. The sampling swab will be used to swipe the Teflon surfaces and will be analyzed by the instrument.</li> <li>The instruments will be ranked based on the minimum alarm limit for each compound tested (lowest minimum alarm limit gets the highest score).</li> </ul>	<p>Narc 1 = ____          Narc 2 = ____          Exp 1 = ____          Exp 2 = ____</p>
	<p>(b) Effect of surfaces on minimum alarm limits:</p> <ul style="list-style-type: none"> <li>Surface effects will be performed on up to 4 surface types (such as soft vinyl, woven fabric, Kraft paper and hard plastic), for two narcotics and two explosives.</li> <li>The minimum alarm limit will be determined using swab that have been swiped on blank surface.</li> <li>The instruments will be ranked based on the minimum alarm limit for each compound tested on</li> </ul>	<p><u>Surface type 1</u>          Narc 1 = ____          Narc 2 = ____          Exp 1 = ____          Exp 2 = ____</p> <p><u>Surface type 2</u>          Narc 1 = ____          Narc 2 = ____          Exp 1 = ____          Exp 2 = ____</p> <p><u>Surface type 3</u>          Narc 1 = ____          Narc 2 = ____          Exp 1 = ____          Exp 2 = ____</p> <p><u>Surface type 4</u>          Narc 1 = ____          Narc 2 = ____          Exp 1 = ____          Exp 2 = ____</p>

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	<p>each surface type tested (lowest minimum alarm limit gets the highest score).</p> <p>(c) Effect of dust on minimum alarm limits:</p> <ul style="list-style-type: none"><li>• The minimum alarm limits for at least two narcotics and two explosives will be tested by depositing suspension of Arizona Test Dust and solution of each substance directly onto the same sampling swab and analyzed by the instrument.</li><li>• The instruments will be ranked based on the minimum alarm limit for each compound tested on each surface type tested (lowest minimum alarm limit gets the highest score).</li></ul>	<p>Narc 1 = ____ Narc 2 = ____ Exp 1 = ____ Exp 2 = ____</p>
--	---	--