



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

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

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> 50kN Tensile Testing System	
<b>Solicitation No. - N° de l'invitation</b> 4M033-190123/A	<b>Date</b> 2018-12-06
<b>Client Reference No. - N° de référence du client</b> P1900123	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PV-899-75984	
<b>File No. - N° de dossier</b> pv899.4M033-190123	<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 2019-01-18</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Gauthier, Martin	<b>Buyer Id - Id de l'acheteur</b> pv899
<b>Telephone No. - N° de téléphone</b> (613) 404-8642 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> TRANSPORTATION SAFETY BOARD OF CANADA 1901 RESEARCH RD ATT: Claude Lelievre OTTAWA Ontario K1A1K8 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Scientific, Medical and Photographic Division / Division de  
l'équipement scientifique, des produits photographiques et  
pharmaceutiques  
L'Esplanade Laurier  
140 O'Connor Street,  
East Tower, 7th Floor  
Ottawa  
Ontario  
K1A 0S5

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

The Work to be performed is detailed under Annex "A".

### **1.2 Debriefings**

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

### **1.3 Trade Agreements**

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Canadian Free Trade Agreement (CFTA).

### **1.4 epost Connect service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

#### **2.1.1 SACC Manual Clauses**

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

## 2.2 Submission of Bids

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

### **Bid Receiving - PWGSC**

Place du Portage, Phase III, Tower B  
11 Laurier Street  
Gatineau, Quebec  
For couriers: J8X 4A6  
For regular mail: K1A 0S5

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

[tpsgc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca)

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

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

## 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.4 Applicable Laws

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

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

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications  
Section IV: Additional Information

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (two (2) hard copies)  
Section II: Financial Bid (one (1) hard copies)  
Section III: Certifications (one (1) hard copies)  
Section IV: Additional Information (one (1) hard copies)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Bidders should:

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

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## Section I: Technical Bid

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

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

The technical bid consists of the following:

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

## Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment including Annex "B" – Pricing Tables.
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

- (c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

### 3.1.1 Electronic Payment of Invoices – Bid

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

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

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

### 3.1.2 Exchange Rate Fluctuation

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

## Section III: Certifications

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

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Evaluation Criteria

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

#### 4.1.2 Financial Evaluation

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

##### Evaluation of Price - Bid

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP (*Ottawa, Ontario*) Incoterms® 2010, Canadian customs duties and excise taxes included.

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

## 4.2 Basis of Selection

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

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

## 5.1 Certifications Required with the Bid

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

### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) and General Conditions (SACC 2010A, Section 29), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.1.2 Additional Certifications Required with the Bid

#### 5.1.2.1 Product Conformance

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

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**Bidder's authorized representative signature**

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**Date**

## 5.2 Certifications Precedent to Contract Award and Additional Information

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

### 5.2.1 Integrity Provisions – Required Documentation

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

### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website \(https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#afed\)](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#afed).

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

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

There is no security requirement applicable to the Contract.

### 6.2 Requirement

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

#### 6.2.1 Optional Requirement

- a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both as further described in Annex "A" under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
- b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.
- c) **Option to Purchase Extended Warranty, Maintenance and Support:** The Contractor grants to Canada the irrevocable option to extend the warranty, and maintenance and support period by one additional one-year periods, exercisable at any time during the Contract Period, under the same terms and conditions and at the prices and/or rates stated in the Contract.

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

[2010A \(2018-06-21\)](#), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

The [2010A \(2018-06-21\)](#), General Conditions - Goods (Medium Complexity) is appended with Section 32 - Intellectual Property Infringement and Royalties, as follows:

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

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

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

### 6.3.2 Additional General Conditions

#### 6.3.2.1 Conduct of the Work

- 1) The Contractor represents and warrants that:
  - a. it is competent to perform the Work;
  - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
  - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
- 2) The Contractor must:
  - a. perform the Work diligently and efficiently;
  - b. except for Government Property, supply everything necessary to perform the Work;
  - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
  - d. select and employ a sufficient number of qualified people;
  - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
  - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

#### 6.3.2.2 Subcontracts

The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.

### 6.3.2.3 Harassment in the workplace

- 1) The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Policy on Harassment Prevention and Resolution, which is also applicable to the Contractor, is available on the Treasury Board Web site.
- 2) The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

### 6.3.2.4 Access to information

Records created by the Contractor, and under the control of Canada, are subject to the Access to Information Act. The Contractor acknowledges the responsibilities of Canada under the Access to Information Act and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the Access to Information Act provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the Access to Information Act is guilty of an offence and is liable to imprisonment or a fine, or both.

### 6.3.3 Supplemental General Conditions

4001 ( <a href="#">2015-04-01</a> )	Hardware Purchase, Lease and Maintenance,
4003 ( <a href="#">2010-08-16</a> )	Licensed Software, and
4004 ( <a href="#">2013-04-25</a> )	Maintenance and Support Services for Licensed Software,

apply to and form part of the Contract.

## 6.4 Term of Contract

### 6.4.1 Delivery Date

All the deliverables must be received on or before March 29<sup>th</sup>, 2019.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Martin Gauthier  
Public Services and Procurement Canada  
Commercial and Consumer Products Directorate  
L'Esplanade Laurier, East Tower, 7th Floor - 7004  
140 O'Connor Street,  
Ottawa, Ontario  
K1A 0R5

Telephone: 613-404-8642  
E-mail address: [martin.gauthier@pwgsc.gc.ca](mailto:martin.gauthier@pwgsc.gc.ca)

Solicitation No. - N° de l'invitation  
4M033-190123/A  
Client Ref. No. - N° de réf. du client  
4M033-190123

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv899. 4M033-190123

Buyer ID - Id de l'acheteur  
pv899  
CCC No./N° CCC - FMS No./N° VME

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

## 6.5.2 Technical Authority

The Technical Authority for the Contract is: **(to be filled in only at contract award)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

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

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

## 6.5.3 Accounts Payable Contact **(to be filled in only at contract award)**

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

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

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

General enquiries	Delivery Follow-up
Name: _____	Name: _____
Tel. No. _____ ext: _____	Tel. No. _____ ext: _____
E-mail address: _____	E-mail address: _____

## 6.6 Payment

### 6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" Pricing Tables for a cost of \$\_\_\_\_\_ **(to be filled in only at contract award)**. Customs duties are included and Applicable Taxes are extra.

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

## 6.6.2 Limitation of Expenditure

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment

## 6.6.3 Electronic Payment of Invoices – Contract

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

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

## 6.7 Invoicing Instructions

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

Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the following address for certification and payment.

[Imaging-service\\_dimagerie\\_des\\_factures.RNCan@canada.ca](mailto:Imaging-service_dimagerie_des_factures.RNCan@canada.ca)

- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

- (c) Invoices and order confirmations can be sent via e-mail to:

[Imaging-service\\_dimagerie\\_des\\_factures.RNCan@canada.ca](mailto:Imaging-service_dimagerie_des_factures.RNCan@canada.ca)

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

## 6.8 Certifications and Additional Information

### 6.8.1 Compliance

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

## 6.9 Applicable Laws

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

## 6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions:
  - a. 4001, Hardware Purchase, Lease and Maintenance;
  - b. 4003, Licensed Software;
  - c. 4004, Maintenance and Support Services for Licensed Software;
- (c) the general conditions 2010A (2018-06-21) General Conditions - Goods (Medium Complexity);
- (d) Annex "A", Requirement;
- (e) Annex "B", – Pricing Tables.
- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

## 6.11 SACC Manual Clauses

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

## 6.12 Shipping Instructions

### 6.12.1 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered:  
  
Delivered Duty Paid (DDP) (Ottawa, Ontario) Incoterms® 2010 for shipments from a commercial contractor.
2. The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

## **ANNEX "A"**

### **Part 1 - REQUIREMENT**

The Transportation Safety Board of Canada has a requirement for the supply of one 50kN Tensile System, including installation, training and manuals, which must meet all of the mandatory technical requirements as specified below and the mandatory evaluation criteria as specified at Part 2.1 - Mandatory Technical Evaluation Criteria. The requirement must include all of the following:

#### **SCOPE/BACKGROUND**

This 50 kN Tensile Testing System will handle the majority of the tensile and compression testing done at the TSB Laboratory. The 50kN system's main function is for material characterization purposes but it is also used for specialized tensile and compression testing and to expose fracture faces of cracked specimen. Some of the specialized tests incorporate large fixtures and/or involves testing of large unwieldy specimens. This machine will be used in conjunction with TSB's existing supply of grips and fixtures.

#### **REQUIREMENT**

##### **General:**

The 50kN Tensile Testing System is to be a fully integrated and functional system capable of tension, compression, flexure, shear, and reverse stress testing with digital close-loop control and data acquisition electronics including crosshead extension and load measurement channels. All documentation and operator's interface must be in the English language. The Instron Model 5969 with options will satisfy the requirements detailed below. Any other equivalent tensile testing system meeting the requirements listed will be evaluated.

The requirement also includes the option to purchase the following additional deliveries on an as and when requested basis:

- One (1) additional calibration
- One (1) additional training

##### **Service**

The Contractor must provide technical support of the system in accordance with supplemental general conditions 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance;

Response for service must be within 24 hours or less.

The Contractor must provide the following services as part of the maintenance and support of the system:

Regional technical support; technical phone support and support via the Internet.

Response for service must be within 24 hours or less.

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Also, provide the following with your bid (for information purpose only):

- a) Location of available service facilities (after sales service and repair). List the service facilities closest to the destination.
- \_\_\_\_\_
- \_\_\_\_\_
- b) Locations of available replacement parts from consumables to major components.
- \_\_\_\_\_
- \_\_\_\_\_
- c) Response time re: service calls, and escalation schedule, i.e. (how many days with no resolution to a problem until a more experienced person is called in, and from which location).
- \_\_\_\_\_
- \_\_\_\_\_
- d) List the frequency of routine maintenance visits provided by a qualified service technician during the warranty period, if applicable and included in the price.
- \_\_\_\_\_
- \_\_\_\_\_

The Bidder must indicate the make and model number of the products offered

(Identify specific components which make up the system):

Name of Manufacturer: \_\_\_\_\_

Model/Part Number: \_\_\_\_\_

Literature attached: Yes (\_\_\_\_) No (\_\_\_\_)

## Part 2.1 - MANDATORY TECHNICAL EVALUATION CRITERIA

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

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

ITEM	CRITERIA	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID.
1	<p><b>Mandatory Trade in:</b>            This requirement includes a trade-in consisting of the disassembly and removal of a 50kN tensile test machine. See picture at Annex A. The unit is a Satec Model 12BN Serial No 1003. The machine is 18 inches between the columns, 45 inches between the bottom of the crosshead (at its highest position) and the top of the base platen. The overall height is 79 inches (including base) and the overall maximum width is 31 inches (at the base). The controlling/display/recording unit is a Leeds &amp; Northrup Speedomax H with analog display and chart recorder. The overall dimension (height, width, and depth) of the Speedomax H is 77 in, 45 in, and 36 in.</p>	
2	<p><b>Mandatory Frame Requirements:</b></p>	
	a. Frame must be a dual column electromechanical testing system;	
	b. Frame must be rated to a minimum of 50kN;	
	c. Vertical test space: 1212 mm (47.7 in) (Test space is the distance from the top surface of the base platen to the bottom surface of the moving crosshead, excluding load cell, grips, and fixtures.)	
	d. At least 45 cm (18 in) space between the columns;	
	e. The frame must include adjustable dual level mechanical limit switches that prevent the crosshead from traveling too high or too low: the first level switch must stop the crosshead, but maintain power to the system, the second level limit switch must cut the power to the frame in case the first level switch malfunctions;	
	f. The frame must include an attachment mechanism (such as integrated T-slots) on the front and back of both column covers for easy mounting of accessories;	
	g. The frame must have a clearly labeled buttons to jog the crosshead UP or DOWN. When released, the crosshead must stop;	

	h. The frame must include an operator panel which can be used to run and stop tests at the frame as opposed to through the PC and software. The operator panel must have at least one (1) live display read out that are in synch with the testing software live displays as well as at least two (2) shortcut keys that can be used to carry out functions such as balancing load, strain or marking data.	
	i. The load frame must include a CSA (or equivalent) approved emergency stop switch. The system must not restart the crosshead moving when the emergency stop button is released. The emergency stop switch will remain active when covers are removed for service;	
	j. Base adapter: Type D female fitting (0.5 in clevis pin);	
	k. 50kN load cell (minimum acceptable);	
	l. Voltage: 120 V	
<b>3</b>	<b>Mandatory System's Software Requirements:</b>	
	a. The software must provide a true graphical user interface compatible with Microsoft Windows 10;	
	b. The software must have three levels of user access based on his or her login name and include password protection;	
	c. The software must be able to perform tensile, compression, flexure, peel, tear, friction, stress relaxation, creep as well as simple tests and include an appropriate calculation list for each type of test at a minimum;	
	d. The software must allow for load and strain control of the test system;	
	e. The software must include set-up of the following: test speed, limits on all channels, calibration and balance of transducers, specimen dimensions, and results tables at a minimum;	
	f. The software must allow for the creation of custom test control sequences (profiles) with simple, user-friendly interface;	
	g. The software must allow the user to enable a specimen protection safety feature and set a load threshold to prevent damage during gripping and specimen preload;	
	h. The software must allow the user (when configuring a test method) the option to select auto-balance load and/or strain channels before the start of the test;	
	i. The software must allow the user (when configuring a test method) the option to select pre-load or pre-cycle a specimen before the start of a test;	

	j. The software must allow the user to configure a test method to automatically detect a specimen break by a change in rate of load or a percentage drop of the maximum load;	
	k. The software must have the option available to allow for automatic return of the crosshead to the test start position after specimen break is detected and also to be able to select a specimen protect feature;	
	l. The software must allow the user to enable an audio alert defined by a load threshold value;	
	m. The software must be capable of acquiring data at 1000 Hz across load, displacement, and up to two (2) additional strain channels that can be utilised on an optional basis. Data rates must not be affected by the number of strain channels collected;	
	n. The software must be able to automatically store raw data or calculated results in an ASCII file;	
	o. The software must have the option to integrate a USB camera device (such as a webcam) for video capture during testing of the specimen and allow for playback of the test and specimen failure with data point selection matching with video frames for analysis. The video is to be stored and sent electronically via USB cable;	
	<p>p. The software must offer the following calculations:</p> <ul style="list-style-type: none"> <li>Maximum Peak (all available channels)</li> <li>Minimum Peak (all available channels)</li> <li>Specimen Break Point (all available channels)</li> <li>Yield (Zero slope, Offset and Energy at Yield)</li> <li>Modulus (Secant, Tangent, Automatic Young's, User-defined Young's, Chord)</li> <li>Slope (Secant, Tangent, Automatic Young's, User-defined Young's, Chord)</li> <li>Average Load Between two (2) Points based on average load, number of peaks, number of troughs, number of peaks and troughs</li> <li>Total creep &amp; delta creep</li> <li>Total relaxation &amp; delta relaxation</li> <li>Seam slippage</li> <li>Area reduction</li> <li>Coefficient of friction (static &amp; dynamic)</li> <li>Local peak</li> <li>Poisson's ratio</li> <li>n-value, r-value &amp; YPE &amp; non-proportional elongation</li> </ul>	
	q. The software must include the capability to define correction factors such as machine compliance, slack, pretension, load and gauge length at a minimum;	
	r. The software must provide CSV raw data output;	

	s. The software must provide the option of storing test reports in one of three (3) formats: MS Word, HTML or PDF;	
	t. The software must provide a mechanism for editing of the report template including the header, footer and body. The body of the report must be completely customizable with pictures and text and allow for import of test results and graphs. The report editor must be integrated with the software to allow for instant update of the report content when each test is run.	
<b>4</b>	<b>Mandatory Performance:</b>	
	a. Load cell and extensometer transducers available for the system must include self-identification (recognition) electronics in the connector directly attached to these transducers which automates the calibration of these devices. For safety and data integrity issues, operators must not have to select the capacity of a load cell from a list or type in a value in order to calibrate different load cells (or extensometers). Manually calibrated load cells or extensometers requiring calibration weights or calibration micrometer fixture are not acceptable. In addition to the above, the system must allow for manual calibration of third party transducers;	
	b. The load weighing system accuracy must be within +/-0.5% of reading down to 1/1000th of the load cell capacity;	
	c. Any load cell provided must have 105% over range protection that will stop the frame automatically. For safety purposes, the maximum load for a test should be set by identification electronics located in the connector directly attached to the load cell. Operators must not have to select the capacity of a load cell from a list or type in a value in order to calibrate different load cells. Because this identification connector automatically sets the maximum load for a test, this connector must not be detachable from the load cell to prevent it to be used with a different capacity load cells;	
	d. The tension/compression load cell must have an overload capacity without permanent zero shift of 150% of capacity;	
	e. Testing speed range: 0.001 to 500 mm/min (0.00004 in/min to 20 in/min);	
	f. Crosshead return speed: 1140 mm/min (44.9 in/min);	
	g. The system must include an integrated context sensitive help and reference system. The help screen must demonstrate both how a function works and why it is used. The search capability must allow the user to find a specific topic from the help index or by cross-referencing information from another help topic. The system will not be connected to the internet so all help functions, topics, definition, etc must be contained within the software and not rely on internet access.	

	h. Digital displays on the computer monitor should show live load, displacement, and optional strain values in engineering units that can be selected to be Metric, S.I., U.S. customary. For safety purposes, these live displays should not be allowed to be covered up or hidden during a test or while jogging the crosshead. Up to four (4) live display windows must be available for display simultaneously;	
	i. Test profiler to be provided to create custom test control sequences (profiles) with a simple, user friendly interface.	
	j. An unlimited number of test methods must be available for storage and retrieval from external server;	
	k. Run time screen must be capable of displaying both the real time graph and the calculated results of multiple specimens simultaneously;	
	l. Data must be acquired at a user selectable, continuous rate without gaps;	
	m. Specimen geometry's for each specimen must include rectangular, irregular (area), cube, cylindrical, 3- and 4-point bend specimens, 90-, 180- and T-peel test geometries and geometries for tear specimens and coefficient of friction tests at a minimum;	
	n. A real time X-Y plot of two (2) selected variables will be displayed. The variables available for selection for each axis will be load, stress, extension, and either of the two (2) strain channels as selected by the user. The available system of units for each axis will be US Customary, Metric, or SI and will be independently set by the user. Other graph features will include manual and automatic scaling, legend symbols, to distinguish individual test curves, horizontal and vertical offset between test curves, double-Y axis, multi-channel, and selectable number of test curves per display at a minimum;	
	o. USB camera device (such as a webcam) as described in section 2.4 o., must come with an attachment to mount to the frame;	
	p. Integrated High Performance Workstation PC – meets or exceeds the following components; Intel Quad Core Xeon E5507 2.26 GHZ Processor  <ul style="list-style-type: none"> <li>- 2 Ethernet ports (1 on motherboard and 1 on a PCI card)</li> <li>- 1 GB DDR2 SDRAM</li> <li>- 80 GB SATA Hard Drive</li> <li>- nVidia NVS 290, 256 Mb Dual DVI graphics card</li> <li>- Internal Chassis Speakers</li> <li>- Expansion Slots: Two 13.4" and one 5.75" length, full height PCI slots.</li> <li>- One serial port and one parallel port</li> <li>- Minitower Chassis</li> <li>- USB Enhanced Multimedia Keyboard</li> <li>- USB Two Button Optical Mouse with Scroll</li> <li>- RoHS Compliant Lead Free Chassis and Motherboard</li> </ul>	

	q. Accessories: 21 inch Flat Panel LCD Monitor;	
	r. The system must be compatible with existing supply of grips, fixtures configured for use with the Satec tensile testing system; and	
	s. Video strain gage extensometer for at least +50%, -5% maximum strain.	
<b>5</b>	<b>Documentation Requirements:</b>	
	The supplied Tensile Testing System must include user manuals, maintenance manuals and calibration manuals in hard copy and searchable electronic version – both in English at a minimum.	
<b>6</b>	<b>Installation Requirements:</b>	
	The Tensile Testing System must be installed by the bidder's installation engineer and will include the following: <ul style="list-style-type: none"> <li>• Verification that all components purchased are present;</li> <li>• Setting up of the load frame;</li> <li>• Making all physical and electrical connections;</li> <li>• Performing checks to confirm the system is functioning properly; and</li> <li>• Verifying of compliance with ASTM E4, ASTM E2658; ASTM E2309 as applicable.</li> </ul>	
<b>7</b>	<b>Training:</b>	
	Two (2) days (16 hours) of system and software training for up to 4 persons. This training will be on site, in English, and must cover as a minimum: <ul style="list-style-type: none"> <li>- General materials testing safety precautions and system safety features</li> <li>- Integration and set-up of load frame and computer</li> <li>- Mounting and testing of all peripheral fixtures and transducers</li> <li>- Setup of hardware to the users immediate requirement</li> <li>- Review of the major system components</li> <li>- Powering on/off of instrument and software</li> <li>- Console and software console controls</li> <li>- Calibration procedures</li> <li>- Review basic operation manual and related documentation</li> <li>- Review user's application needs</li> <li>- Set-up of sample and specimen parameters</li> <li>- Set-up of test control parameters</li> <li>- Creation and running of 5 to 10 user test methods</li> <li>- Testing customer supplied specimens to validate/verify developed test methods</li> <li>- Review of test method results</li> <li>- Review of default/standard report format</li> <li>- Review and set-up of report templates</li> <li>- Results calculations setup</li> </ul>	

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	<ul style="list-style-type: none"><li>- Instruction on modifications to test methods and report templates</li><li>- Connecting and configuring user transducers</li><li>- Creation and use of physical and virtual measurements</li><li>- Creating waveforms</li><li>- Use of control modes</li><li>- Selecting specific calculations and results</li></ul>	
<b>8</b>	<b>Constraints</b>	
	The work must be performed during regular work hours (0800 to 1600 hours, Monday to Friday) due to required access to TSB personnel and resources;	
	Assembly of the system will take place at the user's facility (1901 Research Private, Ottawa, ON) at its intended location for use.	
<b>9</b>	<b>Additional Requirements</b>	
	a. The bid must include an option for 1 additional calibration of the system in accordance with ASTM standards.	
	b. The bid must include an option for 1 additional training classes at the manufacturer's headquarters.	

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## Picture of the 50kN Tensile Test Machine for Trade-in



**ANNEX "B"**

**PRICING TABLES**

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

**Table 1: Initial Requirement:**

Item	Description	Number of Units	Unit of Issue	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
1	One 50kN Tensile System, including installation, Software, Two (2) day on-site training for up to four (4) users and manuals.  One (1) year warranty	1	Each	\$	\$ Number of Units X Firm Unit Price
2	Evaluated Price				Sum of Items 1, 2 and 3

**Table 2: Optional Requirement: Training**

Item	Description	Option Year One			Extended Price (Number of Units X Firm Unit Price)
		Number of Units	Unit of Issue	Firm Unit Price	
1	Additional training classes at the manufacturer's headquarters for up to 1 user	1	Each	\$	\$ Number of Units X Firm Unit Price
2	Evaluated Price				Sum of Items 1, 2 and 3

**Table 3: Optional Requirement: Calibration**

Item	Description	Option Year One			Extended Price (Number of Units X Firm Unit Price)
		Number of Units	Unit of Issue	Firm Unit Price	
1	Additional calibration of the system in accordance with ASTM standards.	1	Each	\$	\$ Number of Units X Firm Unit Price
2	Evaluated Price				Sum of Items 1, 2 and 3

**Table 4: Total Aggregated Bid Price:**

Item	Description	Evaluated Price
1	Table 1: Initial Requirement	As per Evaluated Price from Table 1
2	Table 2: Optional Requirement	As per Evaluated Price from Table 2
3	Table 3: Optional Requirement	As per Evaluated Price from Table 3
4	Total Aggregated Bid Price	Sum of Tables 1, 2 and 3

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**ANNEX "C"**

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

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

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## ANNEX “D” to PART 3 OF THE BID SOLICITATION

### ELECTRONIC PAYMENT INSTRUMENTS

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

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

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