



**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

Title - Sujet Flowmeters	
Solicitation No. - N° de l'invitation 23240-190463/A	Date 2018-12-07
Client Reference No. - N° de référence du client 23240-190463	
GETS Reference No. - N° de référence de SEAG PW-\$\$PV-941-75996	
File No. - N° de dossier pv941.23240-190463	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-01-21	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Martins, Christina	Buyer Id - Id de l'acheteur pv941
Telephone No. - N° de téléphone (613) 355-1973 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATURAL RESOURCES . 580 BOOTH ST OTTAWA Ontario K1A0E8 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

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

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Part 1 – REQUIREMENT

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Solicitation No. - N° de l'invitation
23240-190463/A
Client Ref. No. - N° de réf. du client
23240-190463

Amd. No. - N° de la modif.
File No. - N° du dossier
pv941.23240-190463

Buyer ID - Id de l'acheteur
pv941
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Requirement

The requirement is detailed under Annex "A".

1.2 Debriefings

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

1.3 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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: 120 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

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

Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (Three (3) hard copies)
- Section II: Financial Bid (One (1) hard copy)
- Section III: Certifications (One (1) hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](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.

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 and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

The technical bid consists of the following:

- (a) **Supporting Technical documentation:** Technical brochures or technical data to demonstrate compliancy to the requirement as described in Annex "A".
- (b) **List of Products:** Bidders must include a complete product list identifying: the product name; the name of manufacturer; the model and part number of each component which make up the system. Bidders must also state the point of manufacture and shipping of goods or where service is to be performed: The bidder is requested to use the form provided in Annex "C".
- (c) **Installation Plan:** Bidders should include an installation plan (including the installation schedule), which must demonstrate that the Bidder's installation plan meets all the mandatory requirements for installation described Annex "A".
- (d) **Training Plan:** Bidders should include a training plan, which must demonstrate that the Bidder's training plan meets all the mandatory requirements for training described in Annex "A". The training plan must include, at a minimum, a description of the course materials that will be provided to participants; the training schedule; and the duration of the training.
- (e) **Description of the Bidder's 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".

Bidder's authorized representative signature

Date

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#afed) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#afed>).

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

6.2.1 Requirement

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

6.2.2 Optional Requirement

- a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both as further described in Annex "A" under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
- b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

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](#) (2010-08-16), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

The [2010A](#) (2010-08-16), 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.

6.3.3 Supplemental General Conditions

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

apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract _____ to _____ inclusive. **(to be filled in only at contract award)**

6.4.2 Delivery Date

All the deliverables must be received on or before March 29, 2019.

6.4.3 Delivery Point

Delivery of the requirement will be made to delivery point specified at Annex "A" of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Christina Martins
Supply Specialist
Public Works and Government Services Canada
Commercial Consumer Products Directorate
Esplanade Laurier
140 O'Connor Street
East Tower, 7th floor
Ottawa, On

Telephone: 613-355-1973
Christina.Martins@pwgsc-tpsgc.gc.ca

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

6.5.2 Technical Authority (to be filled in only at contract award)

The Technical Authority for the Contract is:

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

Telephone: ____-____-_____
E-mail address: _____

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

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

Name: _____
Telephone: _____
E-mail address: _____

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

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

General enquiries

Name: _____
Tel. No. _____ ext: _____
E-mail address: _____

Delivery Follow-up

Name: _____
Tel. No. _____ ext: _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm lot 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 SACC Manual clauses

SACC Manual clause [C2000C](#) (2007-11-30) Taxes - Foreign-Based Contractor
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);

6.7 Invoicing Instructions

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

Natural Resources Canada
580 Booth Street, 5th Floor
Ottawa, Ontario
K1A 0E4

- (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:

nrcan.invoiceimaging-servicedimageriedesfactures.nrcan@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 "C", – List of Products;
- (f) Annex "B", – Pricing Tables; and
- (g) the Contractor's bid dated _____. **(to be filled in only at contract award)**

6.11 SACC Manual Clauses

SACC Manual clause [B1501C](#) (2018-06-21) Electrical Equipment
SACC Manual clause [A9068C](#) (2010-01-11) Government Site Regulations
SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)
OR
SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)
SACC Manual clause [G1005C](#) (2016-01-28) Insurance
SACC Manual clause [D2000C](#) (2007-11-30) Marking
SACC Manual clause [D2001C](#) (2007-11-30) Labelling

Solicitation No. - N° de l'invitation
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Client Ref. No. - N° de réf. du client
23240-190463

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SACC Manual clause [D2025C](#) (2017-08-17) Wood Packaging Materials
SACC Manual clause [D6010C](#) (2007-11-30) Palletization
SACC Manual clause [D9002C](#) (2007-11-30) Incomplete Assemblies

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

Natural Resources has a requirement for the supply and manuals for two (2) Flowmeters 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.

1. Operating Conditions

- 1.1 Flow meter probe must be rated Class 1, Zone 0, and the electronics must be Class 1, Zone 1 or 0;
- 1.2 Cable length between probe and electronics must be between 5 m and 15 m;
- 1.3 Flow meter must be able to operate between -10°C and 40°C;
- 1.4 Flow meter must be able to measure velocities or flow rates of 0.11 m/s (~500 NLPM in a 12" pipe) to 143 m/s (~70,000 NLPM in a 4" pipe);
- 1.5 Flowmeter must be able to provide velocity or flow rate data without requiring composition of fluid data;
- 1.6 Flow meter probe must fit in a 1" port installed diametrically and perpendicular to the pipe. 90 degrees to the direction of flow and through the centerline of the pipe;
- 1.7 Flow meter probe must have a packing gland or other sealing mechanism to safely control or eliminate leakage from pipeline during insertion, operation, and removal of probe;
- 1.8 Flowmeter probe must be able to operate effectively in an environment of hydrocarbon and non- hydrocarbon liquid aerosols and gases with potential to include other entrained small solid particles;
- 1.9 Flowmeter probe must be able to operate in a pipe as small as Schedule 80 4" diameter and as large at Schedule 80 30" diameter (assuming a given 1" FNPT access port); and
- 1.10 Flowmeter must have a repeatability of 5% of reading or better and an accuracy of 5% of Reading or better across the entire measurement range.

2 Power Requirements

- 2.1 The flow meter must be able to operate via 12 or 24 VDC; and
- 2.2 The flow meter must have a power consumption of less than 12.5 W.

3 Software/Hardware Accessories

- 3.1 The flow meter must include multiple identical packing glands or sealing mechanisms (four in total) to allow the probe to be quickly moved between multiple flare gas lines;
- 3.2 Flow meter probe must have a packing gland or other sealing mechanism to safely control or eliminate leakage from pipeline during insertion, operation, and removal of probe;
- 3.3 Flow meter must include a way to view and log real-time data while in a Zone 1 environment (i.e., an external display unit or capability to communicate with laptop) while in a Zone 1 environment;
- 3.4 Flow meter must include software (if not using an external display) to control instrument and read data at a rate of at least 1 Hz; and
- 3.5 Flow meter must include all required cables to communicate with external display (to be provided by vendor) or computer (to be supplied by NRCan).

Contract obligations for consideration may include:

1) Manuals

The Contractor must deliver detailed operator, technical and methods manuals, in English with the deliverables. At least one complete set must be provided in hard copy and one set in digital format (pdf) must be included for each Flowmeter.

This documentation must include all publications pertaining to technical specifications, installation requirements and operating instructions.

2) 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;

Support via telephone or videoconference must be available as needed;

All items MUST be fully warranted by the manufacturer for on-site service, including parts and labour, for minimum 12 months from date of installation;

All instrument control software upgrades MUST be included free of charge for a minimum of 12 months from date of installation; and

Service of all components MUST be made available in Canada or U.S. at the consignees location (if required), directly through the equipment supplier.

- 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.

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3) Delivery

Delivery must be made to the following address:

Natural Resources Canada
C/O Melina Jefferson
555 Booth Street
Room 111
Ottawa, Ontario
K1A 0E8

The requirement also includes the option to purchase one additional Flowmeter for up to one (1) year from Contract award.

The requirement must work and operate at all times in accordance with the following mandatory technical requirements and the mandatory evaluation criteria as specified below at Part 2.1 - Mandatory Technical Evaluation Criteria.

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	MUST BE PROVIDED WITH THE BID	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID (BIDDER TO FILL IN)
Zone rating of flowmeter probe	Flow meter probe must be rated Class 1, Zone 0, and the electronics must be Class 1, Zone 0;	Zone rating of probe must be included on official specifications sheet	
Velocities or Flow reading capability	Flow meter must be able to measure velocities or flow rates of 0.11 m/s (~500 NLPM in a 12" pipe) to 143 m/s (~70,000 NLPM in a 4" pipe);	Flow or velocity reading capability must be included on official specifications sheet	
Packing Glands/Probe insertion sealing	Flow meter probe must have a packing gland or other sealing mechanism to safely control or eliminate leakage from pipeline during insertion, operation, and removal of probe; and	Indicate that this exists and is functional with the flow meter probe, describe the general characteristics (e.g., fully sealing ball valve) or provide a photo of diagram of said packing gland/sealing mechanism	
Flowmeter probe insertion	Flow meter probe must fit in a 1" port	Provide a diagram or picture or explanation of the insertion orientation that the flowmeter	

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orientation	installed diametrically and perpendicular to the pipe 90 degrees to the direction of flow and through the centerline of the pipe.	requires to indicate it meets the requirements.	
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**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:

Description	Number of Units	Unit of Issue	Firm, All-Inclusive Lot Price	Extended Price (Number of Units X Firm, All-Inclusive Lot Price)
Flowmeter in accordance with the requirements listed in Annex "A." Shipping and manuals included.	2	Each	\$ _____	\$ _____

Table 2: Optional Requirement – UP TO ONE YEAR FROM CONTRACT AWARD (DATES FILLED IN UPON CONTRACT AWARD)

Description	Number of Units	Firm, All-Inclusive Lot Price
Flowmeter in accordance with the requirements listed in Annex "A." Shipping and manuals included.	1	\$ _____

Table 3: 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.	Total Aggregated Bid Price	Sum of Tables 1 and 2

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ANNEX "C"
LIST OF PRODUCTS

Product Name	Model/Part Number	Name of Manufacture		

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ANNEX "D"

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

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

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ANNEX "E" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

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