



**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> Organic & Elemental Carbon Analyzer	
<b>Solicitation No. - N° de l'invitation</b> K8A21-200286/A	<b>Date</b> 2019-10-01
<b>Client Reference No. - N° de référence du client</b> K8A21-200286	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PV-961-77806	
<b>File No. - N° de dossier</b> pv961.K8A21-200286	<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 2019-11-12</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Bellerdine, Chad	<b>Buyer Id - Id de l'acheteur</b> pv961
<b>Telephone No. - N° de téléphone</b> (819) 639-8145 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> ENVIRONMENT AND CLIMATE CHANGE CANADA EMISSIONS RESEARCH & MEASUREMENT SEC 335 RIVER ROAD OTTAWA Ontario K1V1C7 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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**ANNEX C ..... 28**

## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

### **1.2 Requirement**

The requirement is detailed under Annex A.

### **1.3 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.

### **1.4 Trade Agreements**

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

### **1.5 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) (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](#) (2019-03-04) 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

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

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

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

### 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.

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## 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

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 (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other 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.

#### 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) **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.

## Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment including Annex "B" – Basis of Payment.
- (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 Attachment 1 to Part 3 - Electronic Payment Instruments, to identify which ones are accepted.

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If Attachment 1 to Part 3 - Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

### **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.

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## **Attachment 1 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);

## **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" – Basis of Payment.

##### **Evaluation of Price - Bid**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP Ottawa, ON 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.

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### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

### 5.1.2 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 section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the 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) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

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

#### 5.2.3 Additional Certifications Precedent to Contract Award

##### 5.2.3.4 OEM Certification

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(i) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware or equipment proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware or equipment, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware or equipment it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation at Attachment 1 to Part 5 of the Bid Solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

(ii) If the hardware or equipment proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.

(iii) For the purposes of this bid solicitation, OEM means the manufacturer of the hardware or equipment, as evidenced by the name appearing on the hardware or equipment and on all accompanying documentation.

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**ATTACHMENT "1" to PART 5 OF THE BID SOLICITATION**

**OEM Certification**

<b>OEM Certification Form</b>	
This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.	
<b>Name of OEM</b>	_____
<b>Signature of authorized signatory of OEM</b>	_____
<b>Print Name of authorized signatory of OEM</b>	_____
<b>Print Title of authorized signatory of OEM</b>	_____
<b>Address for authorized signatory of OEM</b>	_____
<b>Telephone no. for authorized signatory of OEM</b>	_____
<b>Fax no. for authorized signatory of OEM</b>	_____
<b>Date signed</b>	_____
<b>Solicitation Number</b>	_____
<b>Name of Bidder</b>	_____

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**ATTACHMENT 2 TO PART 5**  
**COMPLETE LIST OF DIRECTORS**  
**(As per Standard Instructions, Clauses and Conditions Part 2)**

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

## PART 6 - RESULTING CONTRACT CLAUSES

### 6.1 Security Requirements

Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

### 6.2 Requirement

#### 6.2.1 Requirement

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

#### 6.2.2 Optional Requirement

- a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both as further described in Annex "A" under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
- b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.
- c) **Option to Purchase Extended Warranty, Maintenance and Support:** The Contractor grants to Canada the irrevocable option to extend the software maintenance period by **1** additional one-year period, 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.
- d) **Option to Purchase Additional units:** The Contractor grants to Canada the irrevocable option to purchase an Autoloader as specified in Annex A 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

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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

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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**

- (a) The period of the Contract begins on the date the contract is awarded and ends one year after delivery and acceptance of the work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.
- (b) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

### **6.4.2 Delivery Date**

All the deliverables must be received on or before March 27, 2020.

### **6.4.3 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1 year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time before the expiry date of the contract by sending a written notice to the Contractor. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### **6.4.5 Delivery Points**

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

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Chad Bellerdine  
Title: Supply Specialist  
Public Works and Government Services Canada  
Commercial Consumer Products Directorate  
140 O'Connor Street, 7th floor

Solicitation No. - N° de l'invitation  
K8A21-200286/A  
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv961.K8A21-200286

Buyer ID - Id de l'acheteur  
pv961  
CCC No./N° CCC - FMS No./N° VME

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East Tower, L'Esplanade Laurier (LEL)  
Ottawa, Ontario, K1A 0R5  
Telephone: (819) 639-8145  
E-mail address: chad.bellerdine@tpsgc-pwgsc.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

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 Client Accounts Payable Contact

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

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## Initial Requirement

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

## Optional Requirements

For the option to purchase additional software maintenance and/or an Autoloader as specified in Annex A, if Canada exercises its option, Canada will pay the Contractor, a firm price, as specified in Table "2", Annex "B" – Basis of Payment. 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.

### 6.6.3 SACC Manual Clauses

SACC Manual clause [C2000C](#) (2007-11-30) Taxes - Foreign-Based Contractor  
SACC Manual clause [H1001C](#) (2008-05-12) Multiple Payment

### 6.6.4 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

**6.7.1** 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.

**6.7.2** Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- (c) one (1) copy must be forwarded to the consignee.
- (d) Invoices and order confirmations can be sent via e-mail to:

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[shawn.davis@canada.ca](mailto:shawn.davis@canada.ca)

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

## 6.8 Certifications and Additional Information

### 6.8.1 Compliance

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

## 6.9 Applicable Laws

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

## 6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions:
  - i. 4001, Hardware Purchase, Lease and Maintenance;
  - ii. 4003, Licensed Software;
  - iii. 4004, Maintenance and Support Services for Licensed Software;
- (c) the general conditions 2010A General Conditions - Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex "C", List of Products;
- (f) Annex "B", Basis of Payments;
- (g) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*).

## 6.11 SACC Manual Clauses

SACC Manual clause [G1005C](#) (2016-01-28) Insurance - No Specific Requirement  
SACC Manual clause [B1501C](#) (2018-06-21) Electrical Equipment  
SACC Manual clause [D2025C](#) (2017-08-17) Wood Packaging Materials  
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 [A9068C](#) (2010-01-11) Government Site Regulations

## 6.12 Shipping Instructions

### 6.12.1 Shipping Instructions - Delivery at Destination

**6.12.1.1** Goods must be consigned to the destination specified in the Contract and delivered:

Solicitation No. - N° de l'invitation  
K8A21-200286/A  
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv961.K8A21-200286

Buyer ID - Id de l'acheteur  
pv961  
CCC No./N° CCC - FMS No./N° VME

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Delivered Duty Paid (DDP) Ottawa, ON Incoterms® 2010 for shipments from a commercial contractor.

- 6.12.1.2** 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 Emissions Research and Measurement Section (ERMS) of Environment and Climate Change Canada (ECCC) has a requirement for one Organic and Elemental Carbon Analyzer (hereinafter referred to as The Analyzer), including installation, commissioning, training and documentation, to enable the determination of organic and elemental carbon composition from particulate derived from vehicle exhaust emissions. The ERMS requires this equipment to quantify the emissions of elemental carbon (also referred to as black carbon, which is an important climate forcing pollutant), and the organic carbon content of particulate emissions from various transportation sources. This analysis is required to support potential regulatory development of low carbon fuels and to improve inventories of black carbon emissions. The Analyzer must meet all of the mandatory technical requirements as specified below and the mandatory evaluation criteria as specified at Part 2 - Mandatory Technical Evaluation Criteria. The requirement must include all of the following:

- One Organic and Elemental Carbon Analyzer which must include all of the following:
  - One Analyzer controller system;
  - All software required to run the analyzer;
  - One Oxidation oven;
  - One Methanation oven;
  - One Sample oven;
  - One Flame ionization detector (FID); and
  - One single wavelength diode laser optical system
- The Analyzer controller system must be a computer (laptop or desktop) that includes all of the following specifications:
  - 250 GB (or bigger) hard drive;
  - Windows 10 (or newer) operating system;
  - All software required to run the controller system;
  - At least one USB and at least one Ethernet port for data transfer and archiving; and
  - If the computer is a desktop the contractor must provide a 22 inch (or larger) monitor, keyboard, and mouse;
- On-site installation;
- One year warranty;
- One year software maintenance and support services, with the option to purchase one additional year;
- On-site Training ; and
- Documentation.

#### **Delivery Address**

Attn: \_\_\_\_\_ Environment and Climate Change Canada  
Emissions Research and Measurement Section  
335 River Rd.  
Ottawa, ON K1A-0H3

#### **On-site installation**

The Analyzer must be installed at the above address within 7 days of delivery.

### **On-site Commissioning**

The Contractor must commission the instrumentation on site. This must include the following:

- Start-up of The Analyzer;
- Operation of the Analyzer controller software to control the instrumentation; and
- Demonstration of the full functionality of the system. Full functionality must be demonstrated by the analysis and reporting of 5 samples provided by Environment and Climate Change Canada, and the quality control associated with those samples and reported results.

### **On-Site Training**

The Contractor must provide a minimum of 15 hours of on-site training for a group of up to 3 people. The training must include the following:

- Operation;
- Calibration;
- Troubleshooting; and
- Maintenance of The Analyzer

### **Documentation**

The Contractor must provide 1 electronic (MS Word or .pdf) or hardcopy operator, service and maintenance manual in English upon delivery of The Analyzer.

### **Mandatory Technical Requirements**

#### **Analyzer controller system**

- The Analyzer controller system must run the Analyzer, the analyzer software and other programs such as Microsoft (MS) Excel, Word and Access concurrently;
- The Analyzer software must deliver, enable and support all of the following functionalities:
  - Must be compatible with Windows 10;
  - Fully automated control of sample analysis, including acquiring data, quantification, report generation, and option to export data;
  - Automatic peak integration updates and/or batch reprocessing to integration of a data set;
  - Must store raw data as database tables and text files for export; and
  - Must export Thermograms as images into MS Word for publication.

#### **Oxidization Oven**

- The Oxidization Oven must deliver, enable and support all of the following functionalities:
  - Must convert carbon into CO<sub>2</sub>;

#### **Methanation oven**

- The Methanation oven must convert CO<sub>2</sub> into CH<sub>4</sub>; and

- The CH4 must be detected by a flame ionization detector (FID)

#### Single wavelength diode laser optical system

- Must be temperature stabilized and at a wavelength of  $660 \pm 5$  nanometers.

#### Optional Purchase – Autoloader

- The autoloader must be physically compatible with The Analyzer and Analyzer controller system;
- The autoloader must load at least 36 sample filters to be analyzed by the analyzer controller system;
- The autoloader must work autonomously such that loaded samples can be analyzed overnight without the presence of an operator.

**Part 2.1 - MANDATORY TECHNICAL EVALUATION CRITERIA**

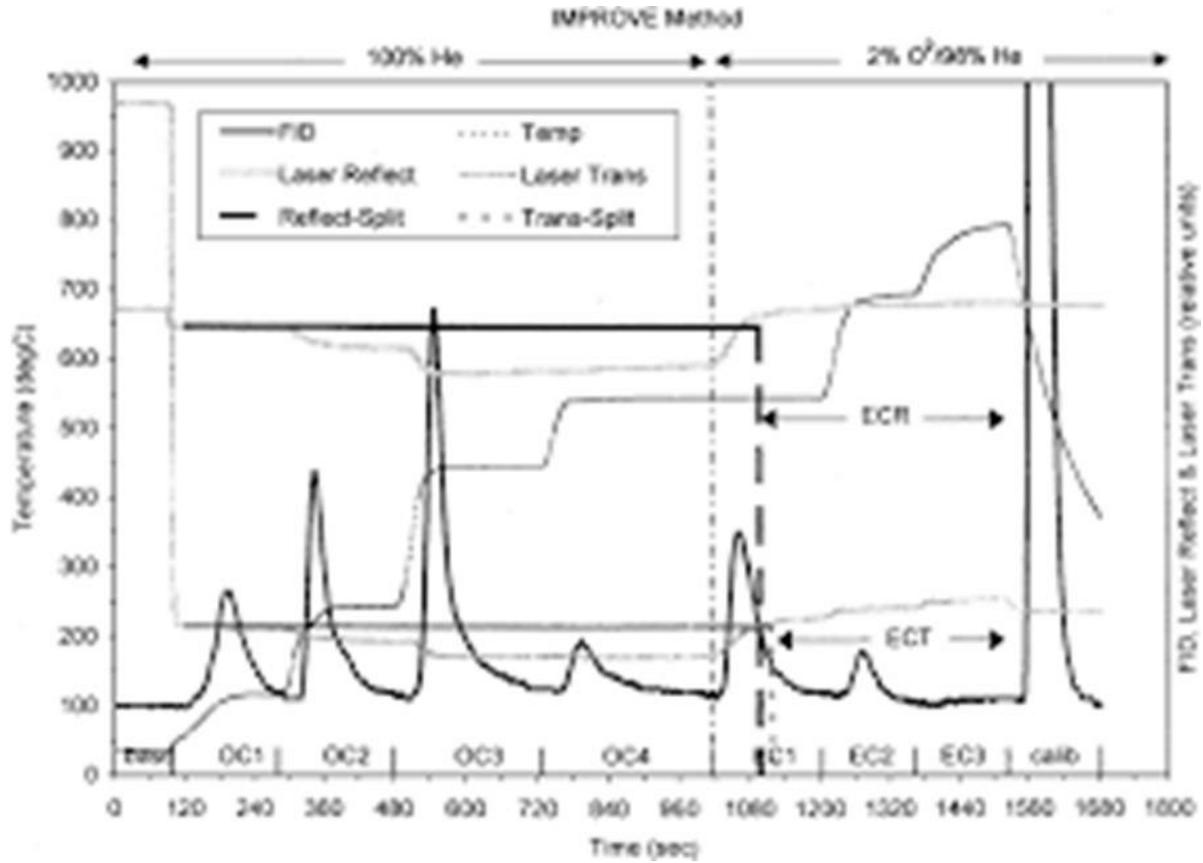
**The following requirements are the mandatory technical evaluation criteria which will be evaluated during the Bid Evaluation. In addition the Contractor will be required to meet all of the mandatory technical requirements for the duration of the Contract**

**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.	REQUIRED SUBSTANTIATION
M1	The Analyzer must measure organic carbon, elemental carbon, and total carbon deposited on quartz fiber filters collected from varying types of vehicles and engine exhaust.		<p>The bidder must supply an example thermogram from analysis of a filter that was collected during an exhaust emissions test of a vehicle or engine.</p> <p>Alternatively the bidder may supply a peer reviewed journal article or technical paper where the instrument was used to quantify the measure organic carbon, elemental carbon, and total carbon deposited on quartz fiber filters collected from varying types of vehicles and engine exhaust.</p>
M2	The Analyzer controller system must be programmable to perform at least the three internationally recognized organic and elemental carbon thermal optical analysis protocols referred to as NIOSH, EUSAAR2, IMPROVE.		The bidder must supply an example thermogram from analysis of a filter using each of the three analysis protocols listed. (Example in Part 2.2 Attachment 1)

M3	The Analyzer controller system must allow the user to develop other custom user-defined temperature protocols for the analysis method with transmittance-based Thermal Optical Transmittance (TOT) pyrolysis correction.		The bidder must supply the section of the operating manual that describes the methodology to input custom user defined temperature protocols for the analysis method with transmittance-based Thermal Optical Transmittance (TOT) pyrolysis correction.
M4	The Analyzer must perform concurrent Thermal Optical Transmittance and Thermal Optical Reflectance operation.		The bidder must supply a description of how the instrument monitors both the optical transmittance and optical reflectance of the sample simultaneously
M5	The sample oven must be programmable from room temperature (i.e. 20 degrees Celsius) to a maximum of 940 degrees Celsius.		The bidder must supply an example thermogram from an analysis. (Example in Part 2.2 Attachment 1)
M6	The sample oven temperature must be accurate to within 1% or 5 degrees Celsius of the indicated temperature, whichever is greatest.		The bidder must supply calibration certificates or other evidence demonstrating the accuracy of the sample oven temperature measurements.

### Part 2.2 – Attachment 1 – Thermogram Example



**ANNEX B**  
**BASIS OF PAYMENT**

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	Organic and Elemental Carbon Analyzer		Lot	\$	\$ Number of Units X Firm Unit Price
	Evaluated Price				Sum of Item

**Table 2: Optional Requirement:**

Item	Description	Number of Units for Evaluation Purposes	Unit of Issue	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
1	Autoloader		Each	\$	\$ Number of Units X Firm Unit Price
2	Year 2 of software maintenance		Each	\$	\$ Number of Units X Firm Unit Price
	Evaluated Price				Sum of Items <a href="#">1</a> and <a href="#">2</a>

**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 <a href="#">1</a> and <a href="#">2</a>

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

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv961.K8A21-200286

Buyer ID - Id de l'acheteur  
pv961  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX C**  
**LIST OF PRODUCTS**

Product Name	Model/Part Number	Name of Manufacture		