



**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**

**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>Title - Sujet</b> Thermal Desorption Autosampler	
<b>Solicitation No. - N° de l'invitation</b> K8A21-200213/A	<b>Date</b> 2019-10-21
<b>Client Reference No. - N° de référence du client</b> K8A21-200213	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PV-941-77889	
<b>File No. - N° de dossier</b> pv941.K8A21-200213	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-12-02</b>	<b>Time Zone 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> Martins, Christina	<b>Buyer Id - Id de l'acheteur</b> pv941
<b>Telephone No. - N° de téléphone</b> (613) 355-1973 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> DEPARTMENT OF THE ENVIRONMENT ANDRZEJ WNOROWSKI 335 RIVER RD OTTAWA Ontario K1V1C7 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<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 (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 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 North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), 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) (<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: 180 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.

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, Canada.

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

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 (Three (3) hard copies)  
Section II: Financial Bid (One (1) hard copy)  
Section III: Certifications (One (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 OF THE BID SOLICITATION Electronic Payment Instruments, to identify which ones are accepted.

If ATTACHMENT "1" 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 determining the lowest, technically compliant bid in accordance with the pricing table 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, 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

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 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.

\_\_\_\_\_  
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 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**

### **5.2.3.1 OEM Certification**

(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 2 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.

## **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.

## 6.3 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 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 Period of the Contract

The period of the Contract is from date of Contract award to \_\_\_\_\_ inclusive. **(FILLED IN UPON CONTRACT AWARD)**

#### 6.4.1 Delivery Date

All the deliverables must be received on or before March 31, 2020.

#### 6.4.2 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  
140 O'Connor Street, 7<sup>th</sup> floor  
L'Esplanade Laurier (LEL), East Tower

Ottawa, Ontario, K1A 0R5

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 UPON 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 Contractor's Accounts Payable Contact **(TO BE FILLED IN UPON 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 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.

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 Method of Payment**

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**

**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 following address for certification and payment.  
  
Environment Canada  
Ottawa, Ontario  
K1V 1C7
- (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) 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, Canada.

## 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 Payment; and
- (g) the Contractor's bid dated \_\_\_\_\_. **(TO BE FILLED IN UPON CONTRACT AWARD)**

## 6.11 SACC Manual Clauses

SACC Manual clause [G1005C](#) (2016-01-28) Insurance  
SACC Manual clause [B1501C](#) (2018-06-21) Electrical Equipment  
SACC Manual clause [D2000C](#) (2007-11-30) Marking  
SACC Manual clause [D2001C](#) (2007-11-30) Labeling  
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  
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 [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:

Delivered Duty Paid (DDP) Ottawa, Ontario 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.

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## **ANNEX A**

### **Part 1 – REQUIREMENT**

Environment and Climate Change Canada (Analysis and Air Quality Section, Air Quality Research Division, Ottawa) has a requirement for the supply of a Thermal Desorption Autosampler 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:

1. The Thermal Desorption Autosampler system must be a completely integrated system and controlled either by Agilent Mass Hunter software or by a standalone Windows-type PC-based software able to communicate with Agilent gas chromatograph without additional control equipment;
2. The Thermal Desorption Autosampler system must be linked to the rest of the GC-MSD system such that secondary Thermal Desorption Autosampler will not proceed unless the GC-MSD system is "Ready". The GC run must also be initiated automatically when the trap of the Thermal Desorption Autosampler system is desorbed;
3. Optional Service Contract for full service and/or Basic Maintenance Service provided by manufacturer must be available after the warranty period;
4. The Thermal Desorption Autosampler must be fully compatible and communicate with Agilent gas chromatograph 7890A(B), or be able to communicate with Agilent Mass Hunter software (ver.B07.02.1938) in order to synchronize Thermal Desorption Autosampler acquisition with the gas chromatograph run;
5. The Thermal Desorption Autosampler must provide for unattended operations;
6. The Thermal Desorption Autosampler must be fully compatible with 3½ x ¼ inch sorbent tubes fitted with standard Swagelok-type ¼-inch long-term brass storage caps with combined PTFE ferrules;
7. The Thermal Desorption Autosampler must offer tube desorption temperatures up to 425°C for efficient conditioning of tubes packed with stronger carbon sorbents;
8. The Thermal Desorption Autosampler must be able to automatically transfer sample information to the barcode TAGs of re-collection tubes to track individual samples;
9. The Thermal Desorption Autosampler must allow for quantitative sample re-collection of both the inlet and outlet splits for repeat analysis through integrated electronic mass flow controller and flow path without using the original sample tube;
10. The Thermal Desorption Autosampler must be capable of self-checking diagnostics and leak isolation;
11. The Thermal Desorption Autosampler must be equipped with a Peltier module for thermoelectric cooling;
12. The Thermal Desorption Autosampler must offer trap low temperatures down to -30°C, independent of room temperature up to 25°C;

13. The desorption of the focusing trap must take place in a backflush mode i.e., analytes must enter the trap and be desorbed from the same end to facilitate simultaneous analysis of volatiles and semi-volatiles;
14. The Thermal Desorption Autosampler must offer rapid heating >90°C/sec of the focusing trap to optimise chromatographic resolution and analytical sensitivity, but slower programmed heating rates should also be available;
15. A totally inert flow path must allow uniform heating at temperatures below 100°C and above 200°C and remain closed during sample analysis;
16. The Thermal Desorption Autosampler must facilitate the sequencing of multiple desorptions of a single tube at different temperatures for automating the method development process;
17. The tube autosampler must offer the option of automatic addition of gas-phase internal standard in the sampling direction to each sorbent tube or the focusing trap;
18. The Thermal Desorption Autosampler must be equipped with tube barcode reading/scanning ability for easy tracking of tube history;
19. The Thermal Desorption Autosampler must allow for quantitative recoveries of wide range volatility SVOCs, like polycyclic aromatic hydrocarbons with masses from 75 up to 300 amu (from C<sub>5</sub> to C<sub>22</sub>) at trace sub-ppt and high ppm concentrations in a single analysis;
20. Environment and Climate Change Canada must have the right to perform all technical tests of the instrument to be carried out at the vendor's demonstration laboratory;
21. The Thermal Desorption Autosampler must be compatible with WINDOWS platform;
22. The Thermal Desorption Autosampler must include automated monitoring of instrument parameters to warn the user of out-of-tolerance parameters;
23. The Thermal Desorption Autosampler must allow the system running unattended;
24. The Thermal Desorption Autosampler must be able to run at the same time as other programs on the computer such as work processors and databases; and
25. The Thermal Desorption Autosampler must allow independent of the GC control to ensure any software updates to the one should not affect the other.

Additional Requirements:

**1) Installation (TO BE COMPLETED BY THE BIDDER)**

The Contractor must deliver, install, integrate, and configure all deliverables at the location specified in the Contract.

Installation of the new system must be done at the ECCC laboratory at 335 River Rd. in Ottawa. Once installation is complete, comparative and/or confirmative tests must be performed to ensure the unit meets specifications after installation.

The Contractor must unpack, assemble, and install the deliverables at the site. If applicable, this includes but is not limited to the provision of required moving and installation resources, packing material, vehicles, cranes, personnel, and floor protection panels.

The Contractor must supply all associated materials required to effect complete installation, integration and configuration of the deliverables at the site. This must include but not be limited to such things as all the required power connectors, cables, and any other accessories required to install, integrate and configure the deliverables.

Upon successful completion of the installation, integration and configuration of the deliverables, the Contractor must provide the Technical Authority with written notification that the deliverables are ready for testing.

The Contractor must maintain all work areas at the installation site(s) in a clean and tidy condition on completion of each day's work and on completion of acceptance, including the removal and disposal of all related packing material.

The Contractor must begin installation within \_\_\_\_\_ calendar days of delivery and must complete the installation within \_\_\_\_\_ calendar days from the installation start date.

## 2) Training (TO BE COMPLETED BY THE BIDDER)

The Contractor must provide training at the vendors facility to the Client in English for the following audience:

End User (up to 3 users): Training must include basic operations, general applications, maintenance of the system, operation and manipulation of the equipment. Training must include but not be limited to product functionality, product features and limitations.

The Contractor must deliver the on-site training within \_\_\_\_\_ calendar days of installation.

## 3) Manuals

The Contractor must deliver 1 complete set of printed documentation, in English and French with the deliverables. User documentation must also be provided on CD-ROM/DVD.

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

## 4) Software Upgrades

The Thermal Desorption Autosampler system software upgrades, updates and new releases shall be provided to the purchaser for a period of at least five years following the installation, at no additional cost.

(Note: The word "updates" means all enhancements, extensions or other modifications to the software. The word "releases" means enhancements or modifications to the software or new modules or supplementary modules that function in conjunction with the software, that represent the next generation of software, and which the Vendor has decided to make available to its customers usually for an additional charge).

## 5) Delivery

Delivery must be made to the following location:

Department of The Environment and Climate Change Canada  
335 River Road  
K1V 1C7  
Ottawa, Ontario  
Canada

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	REQUIRED WITH BID IN ORDER TO SUBSTATIATE COMPLIANCE	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID
1.	The Thermal Desorption Autosampler must allow for quantitative sample re-collection of both the inlet and outlet splits for repeat analysis through integrated electronic mass flow controller and flow path without using the original sample tube	Technical brochure or the specification sheet	

Solicitation No. - N° de l'invitation  
K8A21-200213/A  
Client Ref. No. - N° de réf. du client  
K8A21-200213

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv941.K8A21-200213

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

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**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.

Description	Firm, All-Inclusive Lot Price
Thermal Desorption Autosampler in accordance with the requirement listed in Annex A. Shipping, installation, training, manuals and software updates included.	\$ _____

Solicitation No. - N° de l'invitation  
K8A21-200213/A  
Client Ref. No. - N° de réf. du client  
K8A21-200213

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv941.K8A21-200213

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

**ANNEX “C”**  
**LIST OF PRODUCTS**

Product Name	Model/Part Number	Name of Manufacture		

Solicitation No. - N° de l'invitation  
K8A21-200213/A  
Client Ref. No. - N° de réf. du client  
K8A21-200213

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv941.K8A21-200213

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

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

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

Solicitation No. - N° de l'invitation  
K8A21-200213/A  
Client Ref. No. - N° de réf. du client  
K8A21-200213

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv941.K8A21-200213

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

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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);

Solicitation No. - N° de l'invitation  
K8A21-200213/A  
Client Ref. No. - N° de réf. du client  
K8A21-200213

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv941.K8A21-200213

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

## ATTACHMENT “2” to PART 5 OF THE BID SOLICITATION

### OEM Certification

OEM Certification Form	
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>	_____