



**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> Pipette Calibration System	
<b>Solicitation No. - N° de l'invitation</b> H4091-193112/A	<b>Date</b> 2019-10-21
<b>Client Reference No. - N° de référence du client</b> H4091-193112	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PV-955-77888	
<b>File No. - N° de dossier</b> pv955.H4091-193112	<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> Paradis, Lise	<b>Buyer Id - Id de l'acheteur</b> pv955
<b>Telephone No. - N° de téléphone</b> (343) 550-1647 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> HEALTH CANADA PRODUCT SAFETY LABORATORY 1800 WALKLEY RD OTTAWA Ontario K1A0L2 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) 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: 90 days

### 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.

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**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.

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.

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## Section I: Technical Bid

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

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

The technical bid consists of the following:

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

## Section II: Financial Bid

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

If Annex B 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

### 3.1.3 SACC Manual Clauses

## 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.

#### 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, Ontario) Incoterms® 2010, Canadian customs duties and excise taxes included.

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

## 4.2 Basis of Selection

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

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

## 5.1 Certifications Required with the Bid

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

### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the 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



## PART 6 - RESULTING CONTRACT CLAUSES

### 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 Additional General Conditions

### 6.3.2.1 Conduct of the Work

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

- f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

#### 6.3.2.2 Subcontracts

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

#### 6.3.2.3 Harassment in the workplace

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

#### 6.3.2.4 Access to information

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

#### 6.3.3 Supplemental General Conditions

[4001 \(2015-04-01\)](#) Hardware Purchase, Lease and Maintenance, and  
[4003 \(2010-08-16\)](#) Licensed Software  
apply to and form part of the Contract.

#### 6.4 Term of Contract

##### 6.4.1 Period of the Contract

The period of the Contract is for one (1) year from date of Contract.

##### 6.4.2 Delivery Date

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

Delivery offered: \_\_\_\_\_

### 6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex B of the Contract.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Lise Paradis  
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: 343-550-1647  
E-mail address: [lise.paradis@pwgsc-tpsgc.gc.ca](mailto:lise.paradis@pwgsc-tpsgc.gc.ca)

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

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

The Technical Authority for the Contract is: *(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 Contractor's Accounts Payable Contact *(to be filled in only at contract award)*

Name:  
Telephone:  
E-mail address:

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

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

Solicitation No. - N° de l'invitation  
H4091-193112/A  
Client Ref. No. - N° de réf. du client  
H4091-193112

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv955. H4091-193112

Buyer ID - Id de l'acheteur  
pv955  
CCC No./N° CCC - FMS No./N° VME

## 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 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 SACC Manual Clauses

SACC Manual clause [C2000C](#) (2007-11-30) Taxes - Foreign-Based Contractor  
SACC Manual clause [H1000C](#) (2008-05-12) Single Payment

### 6.6.3 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

## 6.7 Invoicing Instructions

**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: (*to be filled in only at contract award*)

- (a) The original and one (1) copy must be forwarded to the following address 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) Invoices and order confirmations can be sent via e-mail to:

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

## 6.8 Certifications and Additional Information

### 6.8.1 Compliance

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

## 6.9 Applicable Laws

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

## 6.10 Priority of Documents

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

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

## 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 [D9002C](#) (2007-11-30) Incomplete Assemblies  
SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)  
SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

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## **6.12 Shipping Instructions**

### **6.12.1 Shipping Instructions - Delivery at Destination**

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

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## ANNEX "A"

### Part 1 - REQUIREMENT

The Product Safety Laboratory (PSL) at Health Canada has a requirement for the supply of a Pipette Calibration System and Analytical Balance, which 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:

**1. TITLE**

Pipette Calibration System and Analytical Balance

**2. SCOPE**

**2.1. Introduction**

The Product Safety Laboratory is looking to purchase a replacement pipette calibration system and an analytical balance. The pipette calibration system will replace a model that was discontinued in 2016. The analytical balance will replace a balance that was discontinued in 2003, and is no longer operational or serviceable.

**2.2. Objectives of the Requirement**

The pipette calibration system will be used to complete in-house calibration of pipettes used for compliance and enforcement testing, to meet the requirements of *ISO/IEC 17025:2017, General requirements for the competence of testing and calibration laboratories* and support maintaining our accreditation.

The new analytical balance will be used to continue to provide testing for compliance and enforcement, and to continue to develop and validate test methods in our laboratory.

**2.3. Background and Specific Scope of the Requirement**

In-house calibration of pipettes supports the chemistry section in providing analytical services to our clients that meet the requirements of our accreditation to *ISO/IEC 17025:2017, General requirements for the competence of testing and calibration laboratories*. By calibrating our pipettes internally, they can be placed on a staggered schedule to ensure no gaps in service. In addition, calibrating pipettes internally reduces the cost of our external calibration services.

Our current model of calibration system was discontinued in 2016. It is no longer able to achieve the precision needed to meet the requirements of our calibration program, and therefore a replacement system is required.

An analytical balance (AG204, S/N 1114070644) used to provide testing for compliance and enforcement, and to develop and validate test methods, was recently removed from service because it was no longer operational. The supplier discontinued this product in 2003 and it is no longer serviceable. A replacement balance is required.

The scope and technical specifications of this requirement are presented in section 3.1.



### 3. REQUIREMENTS

#### 3.1. Tasks, Activities, Deliverables and/or Milestones

The technical specifications for the acquisition of the pipette calibration system and analytical balance mentioned above are presented below.

The pipette calibration system must include:

- An analytical balance with the following technical specifications:
  - A calibration range of at least 10 µL to 10,000 µL;
  - A load capacity of 220 g or more;
  - A readability of 0.01 mg or better;
  - A repeatability of 0.015 mg or better;
  - A stabilization time of 4 seconds or less;
  - Fully automated internal temperature and time adjustments;
  - A detachable draft shield;
  - A level control feature;
  - A built-in RS-232 interface, An RS232 interface, also known as “serial” interface, is a piece of hardware to allow a standard communication protocol (i.e. RS-232) for linking controller and its peripheral devices (i.e. balance) to allow serial data exchange between the devices;
  - An evaporation trap, with inserts to facilitate calibration in the range identified (at least 10 µL to 10,000 µL);
  - Be Canadian Standard Association (CSA) certified. The CSA group is a standards organization which develops standards for a wide variety of products. Electrical equipment that are sold in Canada have to be approved by a standard body such as CSA or equivalent such as ULC;
  - Operate on 110V, 60 Hz;
- Specialized applications software compatible with an existing instrument controller working with Windows 7 Professional, Version OA with the following features:
  - Calibration task planning with reminders;
  - Customizable calibration reporting;
  - ISO 8655 compliant built-in calibration methods;
  - Calibration methods options must include, at a minimum:
    - As found
    - Maintenance
    - As returned;
  - Advanced settings for additional uncertainty calculations;
  - System testing with balance internal and test weights;
  - An audit trail;

The additional analytical balance must:

- Have a load capacity of 220 g or more;
- Have a readability of 0.1 mg or better;

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<sup>1</sup> The on-site calibration must be provided by a laboratory that is accredited to ISO/IEC 17025 by an accreditation body that is a party to the Mutual Recognition Agreements of International Laboratory Accreditation Cooperation (ILAC) or Asia Pacific Laboratory Accreditation Cooperation (APLAC). National Metrology Institutes (NMIs) signatory to the International Committee for Weights and Measures Mutual Recognition Arrangement (CIPM MRA), such as the National Research Council (NRC) and National Institute of Standards and Technology (NIST), are also deemed competent.

- Have a repeatability of 0.15 mg or better;
- Have a stabilization time of 4 seconds or less;
- Have fully automated internal temperature and time adjustments;
- Have a draft shield;
- Have a level control feature;
- Have a built-in RS-232 interface;
- Include an anti-static solution, compatible with the analytical balance, and equipped with clip holders for use as Faraday Cages to eliminate electrostatic charges from samples and containers;
- Be CSA certified;
- Operate on 110V, 60 Hz;

### **3.2. Specifications and Standards**

The specifications and deliverables are details in sections 3.1. The method and source of acceptance is included in section 3.4. This SOW is for the acquisition of analytical equipment to be used in the laboratory.

### **3.3. Technical, Operational and Organizational Environment**

The pipette calibration system that will be acquired will be installed at the Product Safety Laboratory (PSL) located at 1800 Walkley Road, Ottawa, ON. The analytical balance will be delivered to PSL.

The facility has temperature and humidity controlled environmental conditions to support maximum instrument performance. Both balances will be calibrated on-site within 1 month of installation/delivery to ensure that they meet the specifications as described above (see section 3.1).

### **3.4. Method and Source of Acceptance**

The Technical Authority or delegated laboratory analyst will inspect and operate the equipment in a timely manner to ensure it is working as intended. Related documentation, including the certificate of calibration, will be reviewed to ensure compliance to the requirements.

### **3.5. Reporting Requirements**

Calibration records for each balance that meet the requirements indicated in section 3.1 (footnote 1) are required following the on-site calibration of the balances. On-site calibration of the balances is to occur within one month of installation/delivery.

### **3.6. Project Management Control Procedures**

Work will be deemed acceptable once the equipment is delivered and we have proof that the instruments meets the specifications required.

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#### **4. ADDITIONAL INFORMATION**

##### **4.1. Canada's Obligations**

PSL will provide access to the Contractor for the installation and training. No other access is required. Contractor will be escorted by Health Canada employees while they are in the building.

##### **4.2. Contractor's Obligations**

- Unless otherwise specified, the Contractor must use its own equipment and software for the performance of this Statement of Work.
- For each item of equipment/furnishings that is purchased, the Contractor is to record the name, manufacturer, model number, serial number, optional equipment, supplier and price and forward this information to the Project Authority.
- Notwithstanding the fact that the equipment/furnishings under this Contract become vested in Canada, the equipment/furnishings must remain within the custody and control of the Contractor until such time as the Project Authority provides instructions for its delivery. During this period of time, the Contractor must take reasonable and proper care of the equipment/furnishings.

##### **4.3. Location of Work, Work site and Delivery Point**

The pipette calibration system that will be acquired will be installed at the Product Safety Laboratory (PSL) located at 1800 Walkley Road, Ottawa, ON. The analytical balance will be delivered to PSL. The facility has a loading dock to facilitate the delivery of the instrument to our building, if needed.

##### **4.4. Language of Work**

The language of work during the installation and training will be conducted in English.

##### **4.5. Travel and Living**

Travel and living are included in the cost of the contract.

##### **4.6. Security**

Unscreened contractors must be escorted:

Unscreened contractors must be escorted by an employee or Commissionaire at all times when visiting GoC facilities.

Information which is to be used in the development of the contracted product, as reference material or otherwise made available to the contractor must be unclassified material and considered to be releasable to the public by HC/PHAC and/or The Government of Canada.

No Protected or Classified information is to be made available to the contractor, used in the production of the contracted product, or produced as a result of this contract.

#### **5. PROJECT SCHEDULE**

##### **5.1. Schedule and Estimated Level of Effort (Work Breakdown Structure)**

The service of the contractor will be required for one half-day for installation of the pipette calibration system. The balances must be calibrated on-site, as per the specifications in section 3.1, within one month of installation/delivery. The dates of this project will be decided once the contract has been signed and pending the availability of both the contractor and the technical authority.

## **Installation**

On-site installation must be provided and shall be carried out by a qualified service technician.

All deliverables must be delivered, installed, integrated, and configured by the Contractor at the location specified in the Contract to be fully functional.

The Contractor will be responsible for unpacking, assembling, and installing the deliverables at the site. If applicable, this shall include but not be limited to the provision of required moving and installation resources, including but not limited to 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 shall 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 shall provide the Technical Authority with written notification that the deliverables are ready for testing.

The Contractor shall 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 30 calendar days of delivery and must complete the installation within 5 calendar days from the installation start date.

## **Manuals**

The Contractor must deliver 1 complete set of Documentation, in English of each item with the deliverables.

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

## **Training**

The Contractor must provide onsite training to the Client in English.

Training will be provided for the following audience:

**End User** (up to 5 analysts): Training must include operation and manipulation of the equipment. The training should include but not be limited to product functionality, product features and limitations.

On-site training must be completed within 10 calendar days of installation.

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### **Service**

The Contractor shall provide the following services as part of the maintenance and support of the system:  
Regional technical support; technical phone support and support via the Internet.  
Response for service shall be within 24 hours or less.

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

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

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

(Identify specific components which make up the system):

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

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

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

## Part 2 - MANDATORY TECHNICAL EVALUATION CRITERIA

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

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

ITEM	CRITERIA	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID.
1	<b>Analytical balance with:</b>	
	calibration range of at least 10 µL to 10,000 µL;	
	load capacity of 220 g or bigger;	
	readability of 0.01 mg or smaller;	
	repeatability of 0.015 mg or smaller;	
	stabilization time of 4 seconds or less;	
	detachable draft shield;	
	level control feature;	
	built-in RS-232 interface;	
	evaporation trap to with inserts to facilitate calibration in the range identified (at least 10 µL to 10,000 µL);	
2	<b>Specialised applications software with:</b>	
	compatible with an existing instrument controller with Windows 7 Professional OA with:	
	Calibration task planning with reminders;	
	Customizable calibration reporting;	
	ISO 8655 compliant built-in calibration methods;	
	Calibration methods with as found, maintenance and as returned options;	
	Advanced settings for additional uncertainty calculations;	
	System testing with balance internal and test weights;	
	An audit trail;	

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ITEM	CRITERIA	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID.
3	<b>Analytical Balance with:</b>	
	load capacity of 220 g or bigger;	
	readability of 0.1 mg or smaller;	
	repeatability of 0.15 mg or smaller;	
	stabilization time of 4 seconds or less;	
	fully automated internal temperature and time adjustments;	
	draft shield;	
	level control feature;	
	built-in RS-232 interface;	
	antistatic solution, compatible with the balance, and equipped with clip holders for use as Faraday cage to eliminate electrostatic charges from samples and containers;	
4	<b>Both balances must:</b>	
	CSA certified or equivalent	
	Operate on 110V, 60Hz	
	Be calibrated to ISO 17025 on-site at the Product Safety Laboratory within 1 month of delivery	

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## ANNEX "B"

### PRICING TABLES

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

**Table 1: Requirement:**

Item	Description	Number of Units	Unit of Issue	Firm Unit Price	Extended Price
1	pipette calibration system	1	Each	\$	\$
2	Analytical Balance	1	Each	\$	\$
TOTAL					\$

### DESTINATION

Health Canada  
Products Safety Laboratory  
1800 Walkley Road  
Ottawa Ontario  
K1A0K9



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**Form 1**

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

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

**ANNEX “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)