



**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
Couriers / Messagerie J8X 4A6
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Title - Sujet Moisture and Ash Analyser	
Solicitation No. - N° de l'invitation 47419-208517/A	Date 2019-12-03
Client Reference No. - N° de référence du client 1000348517	
GETS Reference No. - N° de référence de SEAG PW-\$\$PV-960-78151	
File No. - N° de dossier pv960.47419-208517	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-01-13	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: O'Gorman, Cindy	Buyer Id - Id de l'acheteur pv960
Telephone No. - N° de téléphone (819) 712-1748 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

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

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

Request for Proposal (RFP)

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 STATEMENT OF WORK.....	3
1.2 DEBRIEFINGS	3
1.3 TRADE AGREEMENTS	3
1.4 EPOST CONNECT SERVICE	3
PART 2 - BIDDER INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF BIDS.....	4
2.3 ENQUIRIES - BID SOLICITATION.....	5
2.4 APPLICABLE LAWS.....	5
PART 3 - BID PREPARATION INSTRUCTIONS.....	6
3.1 BID PREPARATION INSTRUCTIONS	6
3.2 SECTION I: TECHNICAL BID	7
3.3 SECTION II: FINANCIAL BID.....	7
3.4 SECTION III: CERTIFICATIONS	8
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	9
4.1 EVALUATION PROCEDURES.....	9
4.2 BASIS OF SELECTION.....	9
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	10
5.1 CERTIFICATIONS REQUIRED WITH THE BID	10
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	10
PART 6 - RESULTING CONTRACT CLAUSES	12
6.1 SECURITY REQUIREMENTS	12
6.2 STATEMENT OF WORK.....	12
6.3 STANDARD CLAUSES AND CONDITIONS.....	12
6.4 TERM OF CONTRACT	15
6.5 AUTHORITIES	15
6.6 PAYMENT	16
6.7 INVOICING INSTRUCTIONS	17
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	17
6.9 APPLICABLE LAWS.....	17
6.10 PRIORITY OF DOCUMENTS	18
6.11 SACC MANUAL CLAUSES.....	18
6.12 SHIPPING INSTRUCTIONS	18
ANNEX A – STATEMENT OF WORK	19
PART 1. – SPECIFICATIONS.....	19
PART 2. – MANDATORY TECHNICAL EVALUATION CRITERIA.....	22
ANNEX B – BASIS OF PAYMENT.....	23

Solicitation No. - N° de l'invitation
47419-208517/A
Client Ref. No. - N° de réf. du client
47419-208517

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.47419-208517

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

ANNEX C - LIST OF PRODUCTS	24
ATTACHMENT 1 - ELECTRONIC PAYMENT INSTRUMENTS	25
ATTACHMENT 2 - COMPLETE LIST OF DIRECTORS	26
ATTACHMENT 3 – OEM CERTIFICATION FORM	27

Solicitation No. - N° de l'invitation
47419-208517/A
Client Ref. No. - N° de réf. du client
47419-208517

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.47419-208517

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

PART 1 - GENERAL INFORMATION

1.1 Statement of Work

The Work to be performed is detailed under **Annex A** of the resulting contract clauses.

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

2.1.1 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 1: 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

Note 2: 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.

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

Solicitation No. - N° de l'invitation
47419-208517/A
Client Ref. No. - N° de réf. du client
47419-208517

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.47419-208517

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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 on electronic media 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.

3.2 Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. 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 in **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.

3.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

- (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.

3.3.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete **Attachment 1** of 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.

3.3.2 Exchange Rate Fluctuation

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

3.4 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 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 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, ON Incoterms® 2010, Canadian customs duties and excise taxes included and Applicable Taxes are excluded.

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 Basis of Selection - Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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. (complete **Attachment 2**)

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/canada/esdc/labour's) 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 OEM Certification

- (i) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware 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, 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 it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form (complete **Attachment 3**) included with 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 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, as evidenced by the name appearing on the hardware 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

An escort will be provided to unscreened private sector individual(s) needing access to a Government of Canada facility/work site.

No access to Government of Canada Protected and/or Classified information will be granted to unscreened private sector individuals performing the work necessary for this contract; and

The Technical Authority will be providing 24/7 escort to the private sector individuals while they are on site (CBSA premise).

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work 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, |
| 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.

Solicitation No. - N° de l'invitation
47419-208517/A
Client Ref. No. - N° de réf. du client
47419-208517

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.47419-208517

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from ([date of contract award](#)) and ends one year from date of acceptance of the requirement.

6.4.2 Delivery Date

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

6.4.3 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Cindy O’Gorman
Supply Specialist
Scientific, Medical and Photographic Division - PV
Public Services and Procurement Canada
Commercial Consumer Products Directorate
L’Esplanade Laurier, East Tower, 7th floor
140 O’Connor Street, Ottawa, Ontario, K1A 0R5

E-mail address: Cindy.O’Gorman@tpsgc-pwgsc.gc.ca
Telephone: (819) 712-1748

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

6.5.2 Technical Authority

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

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

Telephone: _____
Facsimile: _____
E-mail address: _____

The Technical Authority 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

Solicitation No. - N° de l'invitation
47419-208517/A
Client Ref. No. - N° de réf. du client
47419-208517

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.47419-208517

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

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 Financial Contact *(to be filled in only at contract award)*

Name:
E-mail address:

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

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

General enquiries

Delivery Follow-up

Name: _____

Name: _____

Tel. No. _____ ext: _____

Tel. No. _____ ext: _____

E-mail address: _____

E-mail address: _____

6.5.5 Contractor's Accounts Payable Contact *(to be completed by the bidder)*

Name:
Telephone:
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):
(*to be updated at contract award based on responses in Attachment 1*)

- 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. (*to be filled in only at contract award*)

- 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 **Financial Contact** identified under the section entitled "Authorities" of the Contract.

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:
 - [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,
- (c) the general conditions [2010A](#) (2018-06-21) General Conditions - Goods (Medium Complexity);
- (d) **Annex A**, Statement of Work;
- (e) **Annex C**, List of Products;
- (f) **Annex B**, Basis of Payment;
- (g) the Contractor's bid dated _____ (*insert date of bid*)

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 [D2001C](#) (2007-11-30) Labeling
SACC Manual clause [D2025C](#) (2017-08-17) Wood Packaging Materials
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)
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, ON Canada as listed in **Annex A** Incoterms® 2010 for shipments from a commercial contractor.

6.12.1.2 The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

ANNEX A – STATEMENT OF WORK

Overview

The Science and Engineering Directorate (SED) of the Canada Border Services Agency (CBSA) has a requirement for the supply and delivery of a Moisture and Ash Analyzer system (hereafter referred to as “the system”) for the analysis of trade samples and other applications. The requirement includes all of the following:

- One Moisture and Ash Analyzer system;
- Software;
- Delivery, Installation and Training;
- Operation and Maintenance Manuals; and
- Warranty including maintenance and support

Background

The Customs Analysis Section of SED currently performs moisture determination using a convection oven and ash determination using a muffle furnace. The Moisture and Ash Analyzer will enable both analyses to be automated and performed simultaneously. The new system will enable a reference material to be analyzed simultaneously with at least 9 samples, thus improving quality control and turnaround time.

The system must work and operate at all times in accordance with the following mandatory technical specifications:

Part 1. – SPECIFICATIONS

1. General

- 1.1. The system must be new and unused. Hardware or parts that have been refurbished or are certified as “equal to new quality” are not acceptable.
- 1.2. The system must be Canadian Standard Association (CSA) approved.

2. Instrument

The system must:

- 2.1. perform fully automatic analysis with end-point recognition; and
- 2.2. offer a selection of various atmospheres (mandatory: nitrogen or air, and oxygen).

3. Computer and Software

The system must:

- 3.1.** include a desktop computer (with a monitor size of at minimum 22inch) or a laptop computer. The computer must have one of the following options:
 - a) a minimum of 2 USB ports (2.0 or 3.0);
 - b) a minimum of 2 network cards; or
 - c) at minimum 2 USB ports (2.0 or 3.0) and 2 network cards.
- 3.2.** use a Windows based operating system, minimum version 10; and
- 3.3.** export files (including reports) in a Word, Excel and/or pdf format or include at least 1 additional licence for remote use for data processing that operates on a Citrix XENAPP server.

The software must:

- 3.4.** perform statistical calculations, including averages and standard deviation;
- 3.5.** produce reports, including graphics and tables; and
- 3.6.** deliver, enable and support the export of finalized data and results in a standard format such as Microsoft Word, Microsoft Excel and/or pdf.

4. Supplies and Consumables

The following items must be supplied with the system:

- 4.1.** all supplies and consumables required to perform at least 100 analysis;
- 4.2.** all special tools necessary for operation and to perform routine maintenance; and
- 4.3.** all auxiliary equipment, (i.e. necessary cables, gas connections/tubing, etc.) required to produce a fully functional system.

5. Installation

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

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.

Solicitation No. - N° de l'invitation
47419-208517/A
Client Ref. No. - N° de réf. du client
47419-208517

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.47419-208517

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

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 30 calendar days of delivery and must complete the installation within 7 calendar days from the installation start date.

6. Manuals

The Contractor must deliver 1 complete set of Documentation (in either English, French or bilingual format) with the deliverables. A PDF version is acceptable.

This documentation must include all publications pertaining to technical specifications, installation requirements and for the operation and maintenance of all components of the system.

7. Training

The Contractor must provide onsite training to the Client in English for the following audience:

End User (up to 4): Training must include operation, manipulation and maintenance of the equipment. The training must include but not be limited to product functionality, product features and limitations.

The Contractor must deliver the on-site training within 30 calendar days of installation.

8. Maintenance and Support Services

The Contractor must provide Maintenance and Support Services of the system in accordance with supplemental general conditions [4001](#) (2015-04-01), Hardware Purchase, Lease and Maintenance.

9. Delivery Address

CBSA/ASFC
Sciences and Engineering Directorate
79 Bentley Ave.
Ottawa, ON K2E 6T7
Canada

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 No.	CRITERIA	THE BIDDER MUST PROVIDE THE FOLLOWING DOCUMENTATION TO SUBSTANTIATE COMPLIANCE	REFERENCE (E.G. Document Name, Page, and Paragraph number) TO SUBSTANTIATION IN THE TECHNICAL BID	YES	NO
M1	The system must weigh 150 lbs or less.	Data sheet, brochure or manual describing the weight of the system.			
M2	The system must have a maximum footprint of 90cm (deep) x 60cm (wide) x 100cm (high).	Data sheet, brochure or manual describing the size of the system.			
M3	The system must operate on a power supply of 120 V ± 15%, 60 Hz.	Data sheet, brochure or manual describing the power supply of the system.			
M4	The system must analyse a minimum of 10 samples simultaneously	Data sheet, brochure or manual describing the functionality of the system.			
M5	The system must be equipped with a built-in analytical balance (with a precision of at minimum 0.0001g) and a capacity of at minimum 100g.	Data sheet, brochure or manual describing the functionality of the system.			
M6	The system must perform moisture and ash determination in the same cycle (i.e. simultaneously);	Data sheet, brochure or manual describing the functionality of the system.			
M7	The system must perform moisture and ash determination in under 5 hours	Data sheet, brochure or manual describing the functionality of the system.			
M8	The system must heat samples at temperatures of 80°C to 1000°C	Data sheet, brochure or manual describing the functionality of the system.			

Solicitation No. - N° de l'invitation
47419-208517/A
Client Ref. No. - N° de réf. du client
47419-208517

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.47419-208517

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

ANNEX B – BASIS OF PAYMENT

The Bidder must provide all of the pricing requested in the following Table 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	A Moisture and Ash Analyzer system in accordance with the technical requirements in Annex A. Must include all of the following: <ul style="list-style-type: none">• Software;• Delivery, Installation and Training;• Operation and Maintenance Manuals; and• Warranty including maintenance and support	1	lot	\$	\$
		Grand Total (<i>please identify currency</i>)			

Solicitation No. - N° de l'invitation
47419-208517/A
Client Ref. No. - N° de réf. du client
47419-208517

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.47419-208517

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

Attachment 1 - ELECTRONIC PAYMENT INSTRUMENTS

(As per PART 3, article 3.3.1)

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
47419-208517/A
Client Ref. No. - N° de réf. du client
47419-208517

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.47419-208517

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

Attachment 2 - COMPLETE LIST OF DIRECTORS

(As per PART 5, article 5.2.1)

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

Solicitation No. - N° de l'invitation
47419-208517/A
Client Ref. No. - N° de réf. du client
47419-208517

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.47419-208517

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

Attachment 3 – OEM CERTIFICATION FORM

(As per PART 5, article 5.2.3)

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.	
Name of OEM	_____
Signature of authorized signatory of OEM	_____
Print Name of authorized signatory of OEM	_____
Print Title of authorized signatory of OEM	_____
Address for authorized signatory of OEM	_____
Telephone no. for authorized signatory of OEM	_____
Fax no. for authorized signatory of OEM	_____
Date signed	_____
Solicitation Number	_____
Name of Bidder	_____