



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St./ 11 rue, Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Title - Sujet Spectrophotometers	
Solicitation No. - N° de l'invitation 45045-190055/B	Date 2020-05-05
Client Reference No. - N° de référence du client 000011251	
GETS Reference No. - N° de référence de SEAG PW-\$\$PV-890-78704	
File No. - N° de dossier pv890.45045-190055	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-06-15	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Hennessey, Lisa	Buyer Id - Id de l'acheteur pv890
Telephone No. - N° de téléphone (343) 551-0058 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: STATISTICS CANADA B1W21 170 TUNNEYS PASTURE OTTAWA Ontario K1A0T6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

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

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

**THIS BID SOLICITATION CANCELS AND SUPERSEDES PREVIOUS BID SOLICITATION NUMBER
45045-190055/A DATED 2019/12/16 WITH A CLOSING OF 2020/01/27 AT 14:00 (EDT).**

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	2
1.1 REQUIREMENT – BID	2
1.2 DEBRIEFINGS	2
1.3 EPOST CONNECT SERVICE	2
PART 2 - BIDDER INSTRUCTIONS	2
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	2
2.2 SUBMISSION OF BIDS	2
2.3 ENQUIRIES – BID SOLICITATION.....	3
2.4 APPLICABLE LAWS	3
PART 3 - BID PREPARATION INSTRUCTIONS.....	3
3.1 BID PREPARATION INSTRUCTIONS.....	3
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	5
4.1 EVALUATION PROCEDURES.....	5
4.2 BASIS OF SELECTION	6
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	7
5.1 CERTIFICATIONS REQUIRED WITH THE BID	7
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	7
PART 6 - RESULTING CONTRACT CLAUSES.....	9
6.1 SECURITY REQUIREMENTS	9
6.2 REQUIREMENT	9
6.3 STANDARD CLAUSES AND CONDITIONS	9
6.4 TERM OF CONTRACT	11
6.5 AUTHORITIES.....	12
6.6 PAYMENT	12
6.7 INVOICING INSTRUCTIONS	13
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION	14
6.9 APPLICABLE LAWS	14
6.10 PRIORITY OF DOCUMENTS	14
6.11 SACC MANUAL CLAUSES.....	14
6.12 SHIPPING INSTRUCTIONS – DELIVERY AT DESTINATION	14
ANNEX A - REQUIREMENT	15
ANNEX B - BASIS OF PAYMENT	18
ANNEX C - LIST OF PRODUCTS.....	19

PART 1 - GENERAL INFORMATION

1.1 Requirement – Bid

The requirement is detailed under Annex "A", Requirement 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 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

[B1000T](#) (2014-06-26), Condition of Material - Bid
[B3000T](#) (2006-06-16), Equivalent Products

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

Telephone: (819) 420-7201
Fax No.: (819) 997-9776

Only bids submitted using epost Connect or fax will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

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.

Bids transmitted by hard copy to PWGSC will not be accepted.

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 the province of Ontario, Canada.

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect system has the capacity to receive multiple documents, up to a limit of 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 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.

Section I: Technical Bid

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

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

The technical bid consists of the following:

- (a) **Supporting Technical documentation:** Technical brochures or technical data to demonstrate compliancy to the requirement as described in Annex "A".
- (b) **List of Products:** Bidders must include a complete product list identifying: the product name; the name of manufacturer; the model and part number of each component which make up the system. Bidders must also state the point of manufacture and shipping of goods or where service is to be performed: The Bidder is requested to use the form provided in Annex "C".

3.1.1 Documents Required for Bid Evaluation Purposes

The Bidder must provide the following documents with its bid:

1. Supporting Technical Documentation: Technical brochures or technical data to demonstrate compliancy to the requirement as described in Annex "A";
2. A signed copy of the Product Conformance certification included under Part 5, Certifications and Additional Information;
3. A completed copy of Annex "B", Basis of Payment;
4. A completed copy of Annex "C", List of Products;
5. A completed copy of following attachments:
 - a. Attachment 1 – Complete List of Directors;
 - b. Attachment 2 – To Article 6.6.4 Electronic Payment of Invoices – Contract;
 - c. Attachment 3 – Mandatory Technical Evaluation Criteria; and
 - d. Attachment 4 – Other Information Required with the Bid; and
6. Any other information required to enable a full and complete evaluation.

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.

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 3 - Electronic Payment Instruments, to identify which ones are accepted.

If Form 2 - 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.

3.1.3 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The Mandatory Technical Criteria is detailed at Annex "A", Requirement.

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.

Solicitation No. - N° de l'invitation
45045-190055/B
Client Ref. No. - N° de réf. du client
45045-190055

Amd. No. - N° de la modif
File No. - N° du dossier
pv890.45045-190055

Buyer ID - Id de l'acheteur
pv890
CCC No./N° CCC - FMS No./N° VME

Evaluation of Price - Bid

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

[A0031T](#) (2010-08-16), Basis of Selection – Mandatory Technical Criteria

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Product Conformance

The Bidder certifies that all goods proposed conform, and will continue to conform throughout the period of the contract, to the requirement detailed under Annex "A".

**Bidder's authorized representative
signature**

Date

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

Solicitation No. - N° de l'invitation
45045-190055/B

Amd. No. - N° de la modif

Buyer ID - Id de l'acheteur
pv890

Client Ref. No. - N° de réf. du client
45045-190055

File No. - N° du dossier
pv890.45045-190055

CCC No./N° CCC - FMS No./N° VME

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.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

The Contractor must provide two (2) spectrophotometers in accordance with the Requirement at Annex "A".

6.2.1 Optional Requirement

- (a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both as further described in Annex "A" under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
- (b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.
- (c) **Option to Purchase Extended Warranty, Maintenance and Support:** The Contractor grants to Canada the irrevocable option to extend the warranty, and maintenance and support period by four (4) additional one-year periods, exercisable at any time during the Contract Period, under the same terms and conditions and at the prices and/or rates stated in the Contract.
- (d) **Option to Purchase Additional units:** The Contractor grants to Canada the irrevocable option to purchase up to ten (10) additional units under the same terms and conditions and at the prices and/or rates stated in the Contract.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

[2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

The 2010A (2018-06-21), General Conditions: Goods (Medium Complexity), is appended with Section 32 – Intellectual Property Infringement and Royalties, as follows:

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the 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 Supplemental General Conditions

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.

6.3.3 Supplemental General Conditions

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

apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the contract is from date of Contract to one year from date of acceptance.

6.4.2 Delivery Date

All the deliverables are requested by January 30, 2021 and must be received on or before March 31, 2021.

6.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one-year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

6.4.4 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Lisa Hennessey

Supply Specialist
Public Works and Government Services Canada
Commercial Consumer Products Directorate
140 O'Connor Street, 7th floor
L'Esplanade Laurier (LEL), East Tower
Ottawa, Ontario K1A 0R5

Telephone: 343-551-0058

E-mail address: Lisa.Hennessey@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

The Technical Authority for the Contract is:

(to be completed at contract award)

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

6.5.3 Accounts Payable Contact at Statistics Canada

(to be completed at contract award)

6.5.4 Contractor's Representative

(to be completed at contract award)

6.6 Payment

6.6.1 Basis of Payment

Initial Requirement

1. 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 completed at contract award). Customs duties are included and Applicable Taxes are extra.

Optional Requirements

1. For the option to purchase up to ten (10) additional units, if Canada exercises its option, Canada will pay the Contractor firm unit price(s), as specified in Table B-2, Annex "B" – Basis of Payment. Customs duties are included and Applicable Taxes are extra.
2. For the option to purchase up to four (4) annual extended warranties, Canada will pay the Contract a firm price as specified in Table B-2, Annex "B" – Basis of Payment.

6.6.2 Limitation of Price

C6000C (2017-08-17), Limitation of Price

6.6.3 Multiple Payment

H1001C (2008-05-12), Multiple Payments

6.6.4 Electronic Payment of Invoices – Contract

(to be completed at contract award)

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

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

6.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.
2. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

Each invoice must be supported by:

- (a) One (1) copy (paper or electronic) must be forwarded to the address below for certification and payment

Financial & Administrative Service Division
Statistics Canada
RH Coats Bldg., (RHC7A)
100 Tunney's Pasture Driveway
Ottawa ON K1A 0T6
Canada

Email: statcan.financecounter-comptoirfinance.statcan@canada.ca

- (b) One (1) copy must be forwarded to the Contracting Authority 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 the province of Ontario, Canada.

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance;
- (c) the supplemental general conditions 4003 (2010-08-16), Licensed Software;
- (d) the supplemental general conditions 4004 (2013-04-25), Maintenance and Support Services for Licensed Software;
- (e) the general conditions 2010A (2018-06-21), General Conditions – Goods (Medium Complexity);
- (f) Annex "A", Requirement;
- (g) Annex "B", Basis of Payment;
- (h) Annex "C", List of Products; and
- (i) the Contractor's bid dated (to be completed at contract award).

6.11 SACC Manual Clauses

G1005C (2016-01-28), Insurance
B1501C (2018-06-21), Electrical Equipment

6.12 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, Canada Incoterms® 2010 for shipments from a commercial contractor.

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

ANNEX A - REQUIREMENT

Statistics Canada's Canadian Health Measures Survey (CHMS) has a requirement for the supply of two (2) spectrophotometers 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.

Background

The CHMS, in partnership with Health Canada and the Public Health Agency of Canada, collects important health information through self-reported data and direct physical measures. The purpose of the CHMS is to provide more robust indicators and measures of health, obtain national estimates of indicators where data are lacking, and address priority health data gaps at the national level. Physical measures are used to examine indicators and risk factors related to various chronic and infectious diseases, as well as exposure to environmental chemicals. Direct measures of vitamin D, sun exposure and sun screen use variables which are related to skin pigmentation, are also collected through interviews at our two (2) mobile examination centres (MEC)(virtual regional offices).

Statistics Canada and its federal partners plan to collect these measurements again to better understand the relationship of Vitamin D, sun exposure and skin pigmentation.

Part 1 – Requirement

The requirement must include all of the following:

1. Two (2) spectrophotometers including operator manuals, all software licenses (if applicable), all accessories and power supply, and delivery to Statistics Canada Head Office in Ottawa, ON;
2. If there is associated software, IT telephone support for installation of the software, with Licences (if applicable), for Statistics Canada provided laptops;
3. Operating manuals in pdf format. Written in either English or French; and
4. One year of maintenance and support services.

The requirement also includes an option to purchase the following:

1. Up to ten (10) additional units by March 31, 2021; and
2. Extended warranty, maintenance and support services for up to four (4) additional one-year periods.

Key Term

“Laptop” or “Statistics Canada Laptop”

Lenovo T530

CPU: i3-3110M, 2.9 GHz

Operating System: Windows 10 64 bit

Installed Software: McAfee 5, Adobe Flash 32, Java version 8, Office 2013

Part 2 – Mandatory Technical Requirements

The requirement must work and operate at all times in accordance with the following mandatory technical requirements.

A.1 Spectrophotometer Functionality

A.1.1 Each spectrophotometer must:

- (a) Be capable of being operated by both battery power and electrical power cord;
- (b) Have a low battery indicator;
- (c) Be a hand held device;

- (d) Have CIE 10 degree standard observer;
- (e) Detect color differences and produce and display L, a and b values;
- (f) Have an L value measurable at a minimum range from 20-80;
- (g) Have a halogen gas filled light source;
- (h) Have silicone photocells;
- (i) Produce a reading in less than 5 seconds;
- (j) Have a non-operating temperature requirement range from -20 to +30°C
- (k) Be able to transfer captured data to a Laptop via a data cable;
- (l) Include verification or calibration equipment; and
- (m) Be compatible with the Statistics Canada laptops.

A.2 Manuals

- A.2.1 For each spectrophotometer, the Contractor must deliver one (1) complete set of documentation, in either English or French, with the deliverables. All manuals must at a minimum be delivered in .pdf format.

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

A.3 Accessories

- A.3.1 Each spectrophotometer must include all accessories required:

- (a) To connect the spectrophotometer to the laptop;
- (b) For the function of the spectrophotometer; and
- (c) Power supply.

A.4 Software

- A.4.1 If there is associated software, the Contractor must provide:

- (a) 1-800 IT telephone support for installation of the software available during normal business hours of 8 am to 5 pm, local time, at the site where the Licensed Programs are installed, Monday through Friday, exclusive of statutory holidays observed by Canada at such site.

The telephone number for IT support is: *(to be completed at contract award)*

- (b) All software licenses (if applicable), for Statistics Canada laptops; and
- (c) All software licenses must be perpetual.

A.5 Maintenance and Support Services

The Contractor must provide, in addition to the requirements of Supplemental General Conditions 4001, (1) one year of maintenance and support services. Maintenance and support services must, at a minimum, include:

- (a) Repairs;
- (b) Calibration and maintenance services;
- (c) Materials and replacement parts when required.

Solicitation No. - N° de l'invitation
45045-190055/B

Amd. No. - N° de la modif

Buyer ID - Id de l'acheteur
pv890

Client Ref. No. - N° de réf. du client
45045-190055

File No. - N° du dossier
pv890.45045-190055

CCC No./N° CCC - FMS No./N° VME

A.6 Delivery *(to be completed at contract award)*

The Contractor must deliver all deliverables specified in the Contract at Annex "B", Basis of Payment, to the location listed below:

Statistics Canada
Shipping & Receiving
170 Tunney's Pasture Driveway
Shipping & Receiving, Jean-Talon Bldg (B1W21)
Parkdale Avenue Loading Dock
Ottawa ON K1A 0T6

Delivery is requested by January 30, 2021 and must occur no later than March 31, 2021. The best delivery date that could be offered by the Bidder is _____.

ANNEX B - BASIS OF PAYMENT

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

Table B-1: Initial Requirement

Item	Description	N° of Units	Unit of Issue	Firm Unit Price	Currency	Subtotal (Number of Units x Firm Unit Price)
1	Spectrophotometer	2	each			
2	Maintenance and Support service for all Spectrophotometers purchased.	1	lot			
Evaluated Price						Sum of item 1 and 2

Table B-2: Optional Requirement

Item	Description	N° of Units (for evaluation purposes)	Unit of Issue	Firm Unit Price	Currency	Subtotal (Number of Units x Firm Unit Price)
1	Spectrophotometer	Up to 10	each			
2	Year 2: Extended Warranty including Maintenance and Support Service	1	each			
3	Year 3: Extended Warranty including Maintenance and Support Service	1	each			
4	Year 4: Extended Warranty including Maintenance and Support Service	1	each			
5	Year 5: Extended Warranty including Maintenance and Support Service	1	each			
Evaluated Price						Sum of items 1 through 5

Table B-3: Total Aggregated Bid Price:

Item	Description	Evaluated Price
1	Table B-1: Initial Requirement	As per Evaluated Price from Table B-1
2	Table B-2: Optional Requirement	As per Evaluated Price from Table B-2
3	Total Aggregated Bid Price	Sum of Tables B-1 and B-2

Solicitation No. - N° de l'invitation
45045-190055/B
Client Ref. No. - N° de réf. du client
45045-190055

Amd. No. - N° de la modif
File No. - N° du dossier
pv890.45045-190055

Buyer ID - Id de l'acheteur
pv890
CCC No./N° CCC - FMS No./N° VME

ANNEX C - LIST OF PRODUCTS

Product Name	Model/Part Number	Name of Manufacturer

Solicitation No. - N° de l'invitation
45045-190055/B

Amd. No. - N° de la modif

Buyer ID - Id de l'acheteur
pv890

Client Ref. No. - N° de réf. du client
45045-190055

File No. - N° du dossier
pv890.45045-190055

CCC No./N° CCC - FMS No./N° VME

ATTACHMENT "1" - COMPLETE LIST OF DIRECTORS

(to be completed by the bidder)

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

Solicitation No. - N° de l'invitation
45045-190055/B
Client Ref. No. - N° de réf. du client
45045-190055

Amd. No. - N° de la modif
File No. - N° du dossier
pv890.45045-190055

Buyer ID - Id de l'acheteur
pv890
CCC No./N° CCC - FMS No./N° VME

ATTACHMENT "2" - TO ARTICLE 6.6.4 ELECTRONIC PAYMENT OF INVOICES - CONTRACT

(to be completed by the bidder)

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).

ATTACHMENT "3" - MANDATORY TECHNICAL EVALUATION CRITERIA

(to be completed by the bidder)

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) and sub-paragraphs as applicable to their supporting technical documentation.

CRITERIA		REFERENCE TO SUBSTANTIATION IN TECHNICAL BID
A.1 Spectrophotometer Functionality		
A.1.1	Each spectrophotometer must:	
	(a) Be capable of being operated by both battery power and electrical power cord;	
	(b) Have a low battery indicator;	
	(c) Be a hand held device;	
	(d) Have CIE 10 degree standard observer;	
	(e) Detect color differences and produce and display L, a and b values;	
	(f) Have an L value measurable at a minimum range from 20-80;	
	(g) Have a halogen gas filled light source;	
	(h) Have silicone photocells;	
	(i) Produce a reading in less than 5 seconds;	
	(j) Have a non-operating temperature requirement range from -20 to +30°C	
	(k) Be able to transfer captured data to a Laptop via a data cable;	
	(l) Include verification or calibration equipment; and	
	(m) Be compatible the Statistics Canada laptops.	
A.3 Accessories		
A.3.1	Each spectrophotometer must include all accessories required:	
	(a) To connect the spectrophotometer to the laptop;	
	(b) For the function of the spectrophotometer; and	
	(c) Power supply.	

Solicitation No. - N° de l'invitation
45045-190055/B
Client Ref. No. - N° de réf. du client
45045-190055

Amd. No. - N° de la modif
File No. - N° du dossier
pv890.45045-190055

Buyer ID - Id de l'acheteur
pv890
CCC No./N° CCC - FMS No./N° VME

ATTACHMENT "4" - OTHER INFORMATION REQUIRED WITH THE BID

(to be completed by the bidder)

1. Contractor's Representative

General enquiries

Name: _____
Telephone No.: _____
(with extension, if
applicable)
E-mail address: _____

Delivery Follow-Up

Name: _____
Telephone No.: _____
(with extension, if
applicable)
E-mail address: _____

2. IT Support

The telephone number for IT support is: _____

3. Delivery

Delivery is requested by January 30, 2021 and must occur no later than March 31, 2021. The best delivery date that could be offered by the Bidder is _____.