



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

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

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

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

| | | |
|--|--|--|
| Title - Sujet Fast natural gas analyzer | | |
| Solicitation No. - N° de l'invitation 23240-200633/A | Date 2020-07-16 | |
| Client Reference No. - N° de référence du client 23240-200633 | | |
| GETS Reference No. - N° de référence de SEAG PW-\$\$PV-899-78915 | | |
| File No. - N° de dossier pv899.23240-200633 | CCC No./N° CCC - FMS No./N° VME | |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-08-17 | | Time Zone Fuseau horaire Eastern Daylight Saving Time EDT |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/> | | |
| Address Enquiries to: - Adresser toutes questions à: Van Den Hanenberg, Stephen | | Buyer Id - Id de l'acheteur pv899 |
| Telephone No. - N° de téléphone (343) 540-8371 () | FAX No. - N° de FAX () - | |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATURAL RESOURCES . 580 BOOTH ST OTTAWA Ontario K1A0E4 Canada | | |

Instructions: See Herein

Instructions: Voir aux présentes

| | |
|--|--|
| 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 |

TABLE OF CONTENTS

| | |
|---|-----------|
| PART 1 - GENERAL INFORMATION | 2 |
| 1.1 REQUIREMENT | 2 |
| 1.2 DEBRIEFINGS | 2 |
| 1.3 TRADE AGREEMENTS | 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..... | 4 |
| 3.1 BID PREPARATION INSTRUCTIONS | 4 |
| PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION | 6 |
| 4.1 EVALUATION PROCEDURES..... | 6 |
| 4.2 BASIS OF SELECTION..... | 7 |
| 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 | 8 |
| 6.1 SECURITY REQUIREMENTS | 8 |
| 6.2 REQUIREMENT | 8 |
| 6.3 STANDARD CLAUSES AND CONDITIONS | 9 |
| 6.4 TERM OF CONTRACT | 11 |
| 6.5 AUTHORITIES | 11 |
| 6.6 PAYMENT | 12 |
| 6.7 INVOICING INSTRUCTIONS | 13 |
| 6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION..... | 13 |
| 6.9 APPLICABLE LAWS..... | 14 |
| 6.10 PRIORITY OF DOCUMENTS | 14 |
| 6.11 SACC <i>MANUAL</i> CLAUSES | 14 |
| 6.12 SHIPPING INSTRUCTIONS | 14 |
| ANNEX B | 20 |
| ANNEX C | 21 |
| ATTACHMENT 1 TO PART 5..... | 22 |

PART 1 - GENERAL INFORMATION

1.1 Requirement

The requirement is detailed under Annex A.

1.2 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.3 Trade Agreements

The requirement is subject to the provisions of the 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>) 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.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.1.1 SACC Manual Clauses

SACC Manual clause B1000T (2014-06-26) Condition of Material

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit at the location specified below, by the date, time and place indicated on page 1 of the bid solicitation.

Bid Receiving - PWGSC

Place du Portage, Phase III, Tower B
11 Laurier Street
Gatineau, Quebec

For couriers: J8X 4A6
For regular mail: K1A 0S5

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

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

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (2 hard copies)

Section III: Certifications (2 hard copies)

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

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

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

The technical bid consists of the following:

- (a) **Supporting Technical documentation:** Technical brochures or technical data to demonstrate compliancy to the requirement as described in Annex **A**.
- (b) **List of Products:** Bidders must include a complete product list identifying: the product name; the name of manufacturer; the model and part number of each component which make up the system. Bidders must also state the point of manufacture and shipping of goods or where service is to be performed: The bidder is requested to use the form provided in Annex **C**.
- (c) **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.
- (d) **Description of the Bidder's Maintenance and Support Services:** Bidders should include a description of its warranty, maintenance and support services, which must be consistent with all the requirements described in Annex **A**. At a minimum, Bidders should include the following:
 - (i) Location of available service facilities (after sales service and repair). List the service facilities closest to the destination.
 - (ii) Locations of available replacement parts from consumables to major components.
 - (iii) Response time re: service calls, and escalation schedule, i.e. (how many days with no resolution to a problem until a more experienced person is called in, and from which location).
 - (iv) List the frequency of routine maintenance visits provided by a qualified service technician during the warranty period, if applicable and included in the price.

Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment including Annex **B** – Basis of Payment.
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact,

\$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 1 to Part 3 Electronic Payment Instruments, to identify which ones are accepted.

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

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

3.1.2 Exchange Rate Fluctuation

SACC Manual clause C3011T (2013-11-06), Exchange Rate Fluctuation

3.1.3 SACC Manual Clauses

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Evaluation Criteria

The mandatory technical evaluation criteria are detailed in Annex "A", Part 2.1.

4.1.2 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Aggregated Bid Price in accordance with the pricing tables provided in Annex "B" – Basis of Payment.

Evaluation of Price - Bid

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DAP Ottawa, ON Incoterms® 2010, Canadian customs duties and excise taxes included.

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

4.2 Basis of Selection

4.2.1

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

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.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 OEM Certification

(i) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware or equipment proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware or equipment, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware or equipment it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation at Attachment 2 to Part 5 of the Bid Solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

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

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

5.2.3.2 Product Conformance

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

Bidder's authorized representative signature

Date

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the contract.

6.2 Requirement

6.2.1 Requirement

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

6.2.2 Optional Requirement

a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both as further described in Annex A under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

c) Option to Purchase Additional units: The Contractor grants to Canada the irrevocable option to purchase 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](#) (2020-05-28), General Conditions - Goods (Medium Complexity);

apply to and form part of the Contract.

The [2010A](#) (2020-05-28), 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 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.

6.3.3 Supplemental General Conditions

- | | |
|-------------------|---|
| 4001 (2015-04-01) | Hardware Purchase, Lease and Maintenance; and |
| 4003 (2010-08-16) | Licensed Software |

apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

- (a) The period of the Contract is from date of Contract and ends upon completion of the 12 month warranty period.
- (b) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

6.4.2 Delivery Date

- a) The Contractor must deliver the gas analyzer including components 1 to 4 as specified at Annex A on or before October 2 2020.
- b) The Contractor should provide basic training (on-site or via video conference call at Natural Resources Canada's discretion or if required by Ontario public health guidelines) within 30 days of delivery.

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:

Name: Stephen VanDenHananberg
Title: Supply Officer

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

Solicitation No. - N° de l'invitation
23240-20633/A
Client Ref. No. - N° de réf. du client
23240-20633

Amd. No. - N° de la modif.
File No. - N° du dossier
pv899.23240-20633

Buyer ID - Id de l'acheteur
pv899
CCC No./N° CCC - FMS No./N° VME

Telephone: 343-540-8371

E-mail address: stephen.vandenhansenberg@pwgsc-tpsgc.gc.ca

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

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

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

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

E-mail address: _____

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

6.5.3 Contractor's Accounts Payable Contact *(to be filled in only at contract award)*

Name: _____

Telephone: _____

E-mail address: _____

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

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

General enquiries

Name: _____

Tel. No. _____ ext: _____

E-mail address: _____

Delivery Follow-up

Name: _____

Tel. No. _____ ext: _____

E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

Initial Requirement

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

Optional Requirements

For the option to purchase additional Fast NG Analyzers, if Canada exercises its option, Canada will pay the Contractor firm unit price as specified in Table "2", Annex "B" – Basis of Payment. Customs duties are included and Applicable Taxes are extra.

6.6.2 Method of Payment

SACC Manual clause C2000C (2007-11-30) Taxes - Foreign-Based Contractor
SACC Manual clause C2001C (2010-01-11) Duties and Taxes - Drawback Certificate
SACC Manual clause C2605C (2008-05-12) Canadian Customs Duty and Sales Tax
SACC Manual clause H1000C (2008-05-12) Single Payment

6.6.3 Electronic Payment of Invoices – Contract

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

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

6.7 Invoicing Instructions

6.7.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

6.7.2 Invoices must be distributed as follows:

- (a) The original and two (2) copies must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- (c) Invoices and order confirmations can be sent via e-mail to:

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

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

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

6.10 Priority of Documents

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

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

6.11 SACC Manual Clauses

SACC Manual clause G1005C (2016-01-28) Insurance
SACC Manual clause B1501C (2018-06-21) Electrical Equipment
SACC Manual clause D2000C (2007-11-30) Marking
SACC Manual clause D2001C (2007-11-30) Labeling
SACC Manual clause D2025C (2017-08-17) Wood Packaging Materials
SACC Manual clause D6010C (2007-11-30) Palletization
SACC Manual clause D9002C (2007-11-30) Incomplete Assemblies
SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)
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 Incoterms® 2010 for shipments from a commercial contractor.

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

ANNEX A

PART 1 – REQUIREMENT

Natural Resources Canada has a requirement for one Fast NG Analyzer, a raw natural gas, fast, basic composition analysis and heating value analyzer (herein after referred to as “the gas analyzer”).

The contractor must provide all of the following components:

1. A Fast NG Analyzer, all software and hardware, carrying case and all accessories and power supply;
2. Delivery of the Fast NG Analyzer to Natural Resources Canada 580 Booth St Ottawa, ON;
3. One year warranty including on-site Verification, Calibration, Repair and Maintenance Services;
4. Operating and training manuals in English and French; and
5. Basic training (on-site at 580 Booth St Ottawa, ON or via video conference call at NRCan's discretion or if required by Ontario public health guidelines)

The analyzer must meet all of the mandatory technical requirements as specified below.

Mandatory Technical Requirements

1. Operating Conditions

- 1.1. The gas analyzer must operate between 0°C and 35°C.
- 1.2. The gas analyzer must operate with an inlet pressure of up to 5 psig positive pressure.
- 1.3. The gas analyzer must operate at ambient relative humidity between 5 and 95%.
- 1.4. The gas analyzer must operate in a Class I, Div 2 (or Zone 2), Group ABCD hazardous environment according to CSA C22.1, “Canadian Electrical Code, Part 1”.
- 1.5. The gas analyzer must analyze raw natural gas streams containing the species described in Table 1.
 - 1.5.1. NOTE: it is permitted to combine a maximum of two isomers of adjacent C-number hydrocarbons into a single measurement, provided the measurable range of concentrations is sufficient to cover the sum of the desired concentrations for each individual isomer.
- 1.6. The gas analyzer must provide an analysis of all species listed in Table 1 in less than 20 seconds.
- 1.7. The measured concentrations for each species must be accurate to within 5% of the measured value across the range specified in Table 1 (excluding the accuracy of the calibration gas).
- 1.8. The measured concentrations for each species must be repeatable to within 5% of the measured value across the range specified in Table 1 (excluding the accuracy of the calibration gas).
- 1.9. The gas analyzer must calculate any two of i) heating values, ii) relative density, and iii) Wobbe index using at least one of the following standards: [ASTM D3588-98](#), ISO 6975 ([1997](#) or newer), ISO 6976 ([1995](#) or [2016](#)), [GPA 2172-14](#) or [-19](#).
- 1.10. The gas analyzer must operate with no more than one calibration gas supply.
- 1.11. If the analyzer's zero point requires periodic adjustment:
 - 1.11.1. The gas analyzer must allow for zero point adjustment without the use of compressed gases.
 - 1.11.2. Non-pressurized ambient air may be used to perform a zero point adjustment on the analyzer. Zero point adjustment must not be required more than once per day. Note that the analyzer will not remain powered on throughout the day.
 - 1.11.3. If the contractor does not provide a pump with the analyzer to deliver ambient air to the analyzer, the analyzer must work with the existing NRCan-owned GilAir Plus

Personal Sampling Pump. See [link](#) for specifications for the GilAir Plus, or Table 2 for approximate flow rates achievable for a range of back pressures.

- 1.12. Other than the calibration gas mentioned in requirement 1.10, the gas analyzer must operate without consumable compressed gases. This exclusion thus includes, but is not limited to carrier gas (for example nitrogen or helium), fuel gas (for example hydrogen), or air (for example compressed zero air).

2. Power Requirements

- 2.1. The gas analyzer must operate with either AC (120VAC 60Hz) OR DC (either of 12 or 24 VDC) power.

3. Dimensions and Weight

- 3.1. The gas analyzer must weigh 40.0 lbs or less including all cables and power supplies.
3.2. The gas analyzer must include a carrying case suitable for transporting the analyzer as oversized checked baggage on a commercial flight **OR** the analyzer must have maximum physical dimensions of 28.57" x 17.52" x 10.65" (72.6 x 44.5 x 27.1 cm)

4. Software/Hardware Accessories

- 4.1. The gas analyzer must include all required software and cables to communicate with the instrument using a laptop. The laptop uses the Windows 10 operating system and has serial, Ethernet, and USB ports available.

Table 1 - Required range of concentrations. Note that either N2 **OR** CO2 can be reported as "balance".

| Species | % vol | Note |
|--|------------|--|
| CH4 (methane) | 35-98 | Required |
| C2H6 (ethane) | 0.25-20 | Required |
| C3H8 (propane) | 0.05-15 | Required |
| C4H10 (butanes, both isomers combined) | 0.1-10 | Required to measure i) both isomers combined or ii) both isomers speciated. |
| C4H10 (butane, both isomers speciated) | 0.1-5 each | |
| C5H12 (pentanes, all isomers combined) | 0.1-10 | Required to measure i) all isomers combined, or ii) all isomers speciated, or iii) a combination of combined / speciated (eg n-C5H12 alone and i/neo-C5H12 combined) |
| C5H12 (pentane, isomers speciated) | 0.1-5 each | |
| C6H14 (hexanes, isomers combined) | 0.05-5 | Required |
| N2 (nitrogen) | 0.1-15 | Required to report, can be measured or "balance N2" |
| CO2 (carbon dioxide) | 0.1-15 | Required to report, can be measured or "balance CO2" |
| H2S (hydrogen sulfide) | 0.1-20 | Required |

Table 2 – Approximate flow rates achievable by the GilAir Plus sampling pump at a range of back pressures.

| Flow range (cc/min) | Back pressure (in. H2O) |
|------------------------|----------------------------|
| 5000 | 12 |
| 4000 | 20 |
| 3000 | 30 |
| 2000 | 30 |
| 1000 | 35 |
| 450-999 | 40 |
| 20-445 | 40 |

5. Warranty including on-site Verification, Calibration, Repair and Maintenance Service

The Contractor must provide one year Warranty including on-site Verification, Calibration, Repair and Maintenance and Support Services in accordance with supplemental general conditions 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance.

6. Training

Training must include a brief overview of the measurement principles, a walkthrough of system setup, calibration, operation, and basic maintenance. Training to be performed for a single group of up to five participants and to be conducted in English on-site at 580 Booth St Ottawa, ON or via video conference call at NRCan's discretion or if required by Ontario public health guidelines The Contractor will be responsible for all costs related to the travel and accommodations of their staff.

7. Delivery Point

The Contractor must deliver the requirement to 580 Booth St. Ottawa, ON.

Part 2.1 - MANDATORY TECHNICAL EVALUATION CRITERIA

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

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

The gas analyzer must meet all of the following mandatory technical evaluation criteria. Bidders must demonstrate their compliance with all of the following mandatory evaluation technical criteria by providing substantial information describing completely and in detail how each requirement is met or address. Simply repeating the statement contained in the solicitation is not sufficient:

| ITEM | CRITERIA The gas analyzer must meet all of the following mandatory technical evaluation criteria | REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID. |
|------|---|---|
| 1 | The gas analyzer must analyze raw natural gas streams containing all of the species described in Table 1. Note that C4 and C5 species must be reported either as the sum of isomers or as each isomer individually. Bidders must include a specification sheet or test results which must include all of the species described in Table 1. | |
| 2 | The gas analyzer must provide a complete analysis in less than 20 seconds. | |
| 3 | The measured concentrations for each species must be accurate to within 5% of the measured value across the range specified in Table 1 (excluding the accuracy of the calibration gas). Bidders must provide multi-point analyser calibration test results that must demonstrate the 5% accuracy requirement is met while employing a <u>single-point calibration process</u> (as implied by requirement 1.10) | |
| 4 | The measured concentrations for each species must be repeatable to within 5% of the measured value across the range specified in Table 1 excluding the accuracy of the calibration gas. Bidders must include a specification sheet or test results which must include all of the species and ranges described in Table 1. | |
| 5 | If the gas analyzer requires periodic zero adjustment to meet Mandatory Technical Evaluation Criteria 3 & 4, then either: a) zero adjustment must be performed using the analyzer's internal pump drawing ambient air from the inlet, if the analyzer has an internal pump; or b) the pressure drop across the analyzer must be sufficiently low to allow for analyzer zero adjustment with ambient air using the existing NRCan-owned GilAir Plus Personal Sampling Pump. See <u>link</u> for specifications for the GilAir Plus, or Table 2 for approximate flow rates achievable for a range of back pressures. Bidders subject to requirement 5a must include a specification sheet or test results demonstrating that zero adjustment can be performed using the analyzer's own internal pump. Bidders subject to requirement 5b must include either i) a specification sheet or test results demonstrating that the pressure drop when flowing | |

Solicitation No. - N° de l'invitation
23240-20633/A
Client Ref. No. - N° de réf. du client
23240-20633

Amd. No. - N° de la modif.
File No. - N° du dossier
pv899.23240-20633

Buyer ID - Id de l'acheteur
pv899
CCC No./N° CCC - FMS No./N° VME

| | | |
|----------|--|--|
| | ambient air through the analyzer at the flow rate required for periodic zero adjustment is within the capabilities of the referenced GilAir Plus Personal Sampling Pump, or ii) test results from a successful zero adjustment performed using a GilAir Plus Personal Sampling Pump. | |
| 6 | The gas analyzer must calculate any two of i) heating values, ii) relative density, and iii) Wobbe index using at least one of the following standards: ASTM D3588-98, ISO 6975 (1997 or 2016), ISO 6976 (1995 or 2016), GPA 2172-14. Bidders must include a specification sheet or test results to demonstrate compliance with this requirement. | |

ANNEX B

BASIS OF PAYMENT

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

Table 1: Initial Requirement:

| Item | Description | Number of Units | Unit of Issue | Firm Unit Price | Extended Price |
|-----------------------|---|-----------------|---------------|-----------------|----------------|
| 1 | Gas Analyzer including all of the following and in accordance with Annex A: - All hardware; - All software; - All accessories; - All power supplies; - Carrying Case - On-site training; - Manuals; and - One year warranty, On-site Verification, Calibration, Repair and Maintenance Services Maintenance and Support Services. | 1 | Lot | \$ | \$ |
| Total Evaluated Price | | | | | \$ |

Table 2: Optional Requirement:

| Item | Description | Number of Units | Unit of Issue | Firm Unit Price | Extended Price |
|-----------------------|---|-----------------|---------------|-----------------|----------------|
| 1 | Gas Analyzer including all of the following and in accordance with Annex A: - All hardware; - All software; - All accessories; - All power supplies; - Carrying Case - On-site training; - Manuals; and - One year warranty, On-site Verification, Calibration, Repair and Maintenance Services Maintenance and Support Services. | 1 | Lot | \$ | \$ |
| Total Evaluated Price | | | | | \$ |

Table 3: Total Aggregated Bid Price:

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

Solicitation No. - N° de l'invitation
23240-20633/A
Client Ref. No. - N° de réf. du client
23240-20633

Amd. No. - N° de la modif.
File No. - N° du dossier
pv899.23240-20633

Buyer ID - Id de l'acheteur
pv899
CCC No./N° CCC - FMS No./N° VME

ANNEX C
LIST OF PRODUCTS

| Product Name | Model/Part Number | Name of Manufacture | | |
|--------------|-------------------|---------------------|--|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Solicitation No. - N° de l'invitation
23240-20633/A
Client Ref. No. - N° de réf. du client
23240-20633

Amd. No. - N° de la modif.
File No. - N° du dossier
pv899.23240-20633

Buyer ID - Id de l'acheteur
pv899
CCC No./N° CCC - FMS No./N° VME

ATTACHMENT 1 to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);

ATTACHMENT 1 to PART 5

COMPLETE LIST OF DIRECTORS

(As per Standard Instructions, Clauses and Conditions Part 2)

| Name | Position |
|-------|----------|
| <hr/> | <hr/> |
| <hr/> | <hr/> |
| <hr/> | <hr/> |
| <hr/> | <hr/> |
| <hr/> | <hr/> |

Solicitation No. - N° de l'invitation
23240-20633/A
Client Ref. No. - N° de réf. du client
23240-20633

Amd. No. - N° de la modif.
File No. - N° du dossier
pv899.23240-20633

Buyer ID - Id de l'acheteur
pv899
CCC No./N° CCC - FMS No./N° VME

ATTACHMENT “2” to PART 5 OF THE BID SOLICITATION

| 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 | _____ |