



**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 Gaz d'étalonnage	
Solicitation No. - N° de l'invitation K8A21-200870/A	Date 2020-07-17
Client Reference No. - N° de référence du client K8A21-200870	
GETS Reference No. - N° de référence de SEAG PW-\$\$HL-664-78918	
File No. - N° de dossier hl664.K8A21-200870	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-08-31	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: Asgill-Cummins, Rosemary	Buyer Id - Id de l'acheteur hl664
Telephone No. - N° de téléphone (613) 296-3842 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF THE ENVIRONMENT 335 RIVER RD OTTAWA Ontario K1V1C7 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

Fuel & Construction Products Division
L'Esplanade Laurier,
140 O'Connor Street,
East Tower, 4th 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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	2
1.1 SECURITY REQUIREMENTS	2
1.2 STATEMENT OF WORK - BID.....	2
1.3 DEBRIEFINGS.....	2
1.4 EPOST CONNECT.....	2
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	3
2.2 SUBMISSION OF BIDS.....	3
2.3 ENQUIRIES - BID SOLICITATION.....	3
2.4 APPLICABLE LAWS.....	4
2.5 BID CHALLENGE AND RECOURSE MECHANISMS.....	4
PART 3 - BID PREPARATION INSTRUCTIONS.....	5
3.1 BID PREPARATION INSTRUCTIONS	5
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.1 EVALUATION PROCEDURES.....	7
4.2 BASIS OF SELECTION.....	7
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	8
5.1 CERTIFICATION REQUIRED WITH THE BID	8
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	8
PART 6 - RESULTING CONTRACT CLAUSES	10
6.1 SECURITY REQUIREMENTS	10
6.2 STATEMENT OF WORK – CONTRACT	10
6.3 STANDARD CLAUSES AND CONDITIONS.....	10
6.5 TERM OF CONTRACT	11
6.6 AUTHORITIES	11
6.7 IDENTIFIED USERS.....	12
6.8 PAYMENT	12
6.9 INVOICING INSTRUCTIONS	13
6.10 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	14
6.11 APPLICABLE LAWS.....	14
6.12 PRIORITY OF DOCUMENTS	14
6.13 SACC MANUAL CLAUSES.....	14
6.14 SHIPPING INSTRUCTIONS	14
6.15 DISPUTE RESOLUTION.....	15
ANNEX "A" - STATEMENT OF WORK.....	16
ANNEX "B"- PRICING TABLE.....	18
ANNEX "C"- REQUISITION ON CONTRACT (SAMPLE)	19
ANNEX "D"- PERIODIC USAGE REPORT.....	20
ANNEX "E" TO PART 3 OF THE BID SOLICITATION	21

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to this contract.

1.2 Statement of Work - Bid

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.3 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.

1.4 Epost Connect

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.

Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, bidders are highly encouraged to transmit their bid electronically using the epost Connect service. Information on the epost Connect service can be found in Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation.

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

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
B1000T	Condition of Material - Bid	2014-06-26

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

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

Section I: Technical Bid (3 hard copies)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

Canada requests that bidders follow the format instructions described below in the preparation of the hard copy 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 explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

3.1.1 SACC Manual Clauses

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
B4024T	No Substitute Products	2017-07-01

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment and Annex B – Pricing Table.

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “E” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “E” 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 SACC Manual Clauses

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
C3011T	Exchange Rate Fluctuation	2013-11-06

3.1.4 Progress Payments

Progress payments will not be considered unless specifically offered by PWGSC in this document.

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

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

4.1.1.1 Mandatory Technical Criteria

- a) The Bidder must provide documentation showing how they meet the technical requirements detailed in Annex "A".

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

- a) The Bidder must bid firm unit price(s) in Canadian funds, Applicable Taxes excluded, DDP Delivered Duty Paid to destination (Ottawa, Ontario) Incoterms 2000, Customs Duties included for each item offered.

4.2 Basis of Selection

4.2.1 Basis of Selection - Multiple Items

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certification 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 website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Product Conformance

The Bidder certifies that all proposed gases conform, and will continue to conform throughout the duration 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>), 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

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

There is no security requirement applicable to the Contract.

6.2 Statement of Work – Contract

Environment and Climate Change Canada has a requirement for the supply and delivery of Traceable Calibration gases and Standard Reference Material (SRM) gases using a Requisition on Contract (ROC) on an 'as and when required basis as detailed in Annexes "A" and "B".

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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.

6.4 Requisition on Contract (ROC)

a) Purpose of ROC:

The goods will be ordered on an as-and-when-requested basis using a Requisition on Contract ("ROC"). Prior to initiating a ROC, a quote will be obtained from the supplier for the SRM gases that are required. Each ROC against the contract will be treated as a single deliverable to be paid by one (1) invoice following completion..

b) Process for Issuing an ROC:

- Authorized ROCs against this Contract will be made using a duly completed form identified in Annex "C" by methods including facsimile and electronic mail.
- An ROC will be prepared by the Technical Authority and sent to the Contractor.
- The ROC will be processed in accordance with and contain the information listed in Annex "A".

c) Authority to Issue an ROC:

Any ROC with a value less than or equal to \$40,000.00 (including GST/HST) may be issued by the Technical Authority. Any ROC with a value greater than this amount must be issued directly by the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Technical Authority from issuing ROCs at any time.

d) Contents of an ROC:

- (i) an ROC number;
- (ii) the details of any financial coding to be used;
- (iii) quantity and description of goods being ordered;
- (iv) the delivery date(s);
- (v) the specific delivery location; and
- (vi) the firm unit price payable to the Contractor.

e) Charges for goods under an ROC:

The Contractor must not charge Canada anything more than the price set out in the ROC unless Canada has issued an ROC amendment authorizing the increased expenditure.

f) Delivery response time for an ROC:

Delivery ordered through an ROC is normally required within fifteen (15) business days of receipt of an approved ROC, however this may not always be possible due to the stock at NIST.

6.5 Term of Contract

6.5.1 Period of the Contract

The period of the Contract is for three (3) years from date of Contract.

6.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) 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 at least thirty (30) calendar days 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.

6.5.3 Delivery Points

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

6.6 Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Rosemary Asgill-Cummins
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch, Commercial & Alternative Acquisitions Management Sector
Industrial Products and Vehicles Procurement Directorate (IPVPD)
Fuel & Construction Products Division (HL)
140 O'Connor Street, 4th Floor, L'Esplanade Laurier, East Tower
Ottawa, ON K1A 0S5

Solicitation No. - N° de l'invitation
K8A21-20080/A
Client Ref. No. - N° de réf. du client
K8A21-20080

Amd. No. - N° de la modif.
File No. - N° du dossier
hl664.K8A21-20080

Buyer ID - Id de l'acheteur
hl664
CCC No./N° CCC - FMS No./N° VME

Telephone: 613-296-3842
E-mail address: Rosemary.Asgill-Cummins@tpsgc-pwgsc.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.

6.6.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-____
Facsimile: ____-____-____
E-mail: _____

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.

6.6.3 Contractor's Representative

Name and telephone number of the person responsible for:

	General Enquiries	Delivery Follow-up
Name:	_____	_____
Telephone No.:	_____	_____
Facsimile No.:	_____	_____
E-mail address:	_____	_____

6.7 Identified Users

The Identified User authorized to make ROC's against the Contract is: Environment and Climate Change Canada - Emissions Research and Measurement Section (ERMS) /Air Quality Research Division.

6.8 Payment

6.8.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B, DDP to destination specified in Annex A. Customs duties are included, and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.8.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____.
Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.8.3 Terms of Payment

SACC Manual clause H1001C (2008-05-12) Multiple Payments

6.8.4 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);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.9 Invoicing Instructions

The Contractor must submit invoices in accordance with Section 10 of 2010A, General Conditions - Goods (Medium Complexity). Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the following address for certification and payment:

Environment and Climate Change Canada,
Emissions Research and Measurement Section (ERMS), Air Quality Research
335 River Road,
Ottawa, ON K1V 1C7

- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.10 Certifications and Additional Information

6.10.1 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.

6.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (**Note to Bidders:** *Insert the name of the province or territory*)

6.12 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 General Conditions 2010A (2018-06-21) Goods (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B – Pricing Table;
- (e) Annex C – Requisition on Contract (ROC) Sample;
- (f) Annex D – Periodic Usage Report;
- (g) the Contractor's bid dated _____: as clarified on _____”

6.13 SACC Manual Clauses

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
B1505C	Shipment of Dangerous Goods/Hazardous Products	2016-01-28
B7500C	Excess Goods	2006-06-16
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D3015C	Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance	2014-09-25
G1005C	Insurance – No Specific Requirement	2016-01-28

6.14 Shipping Instructions

6.14.1 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract delivered and unloaded: Delivered Duty Paid (DDP) Destination, Incoterms 2000 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;

3. The Contractor must have the ability to respond to occasional emergency deliveries at short notice.

6.15 Dispute Resolution

- a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "**Dispute Resolution**".

ANNEX "A" - STATEMENT OF WORK

TITLE

Supply of Traceable Calibration gases and Standard Reference Material (SRM) gases for Regulatory/Compliance testing

DEFINITIONS

ECCC Environment and Climate Change Canada
ERMS Emissions Research and Measurement Section
NIST National Institute of Standards Technology
SRM Standard Reference Material
ROC Request on Contract
CO₂ carbon dioxide
CO carbon monoxide
NO_x oxides of nitrogen
THC total hydrocarbons
CH₄ methane
Ppm parts per million

BACKGROUND

The Emissions Research and Measurement Section (ERMS) /Air Quality Research Division of Environment and Climate Change Canada (ECCC) conducts emissions testing on vehicles, engines and equipment under the Canadian Environmental Protection Act, Part 7, Division 5 to determine compliance with legislated emissions standards. As part of this work, the ERMS must undertake calibrations of the emissions analyzers to ensure traceability to the National Institute of Standards Technology (NIST). To meet this requirement the ERMS must purchase gas standards from the NIST Standard Reference Material (SRM) program with a Certification of Analysis.

OBJECTIVE

ERMS/ECCC is seeking the services of a Contractor for the purchase and delivery of NIST SRM gases from the National Institute of Standards and Technologies, an agency of the US Department of Commerce. The NIST maintains an inventory of the various gases and extends the useful life of a gas concentration based on scientific analysis. These blended gases come in 6 litre cylinders.

SCOPE of WORK

The Contractor will supply NIST SRM gases with the Certification of Analysis for each gas, to the ERMS at Environment and Climate Change Canada, 335 River Road Ottawa, ON K1V 1C7 for the purpose of ensuring that the calibrations of the laboratory's emissions analyzers are NIST traceable. The ERMS will provide the following information for the purchase:

- description of the SRM
- size of the unit requested (if required)
- carrier gas
- nominal amount of the substance

DELIVERABLES

Each ROC against the contract which requests SRM gases will be treated as a single deliverable to be paid by one (1) invoice following completion. The work, which includes the purchase, transport and delivery of the SRM gases, must be completed in a timely manner.

The Contractor, on receipt of each purchase request resulting from an ROC, must include the following in the service:

- shipping of the gas cylinders from NIST to the Ottawa laboratory
- costs associated with US-Canada border crossing
- rental costs while the cylinders are in use in Ottawa (if required)

The following list consists of the NIST SRM gas references that are required for purchase on an as and when requested basis for the laboratory operation.

CO2	CO(ppm)	NOx(ppm)	THC(ppm)	CH4(ppm)
1%	10	10	10 ppm	1 ppm
2%	25	20	30 ppm	10 ppm
3%	100	100	100 ppm	50 ppm
7%	300	300	300 ppm	100 ppm
	1000	1000	1000 ppm	
	2500		3000 ppm	
	5000			
	10 000			

ppm – parts per million

Solicitation No. - N° de l'invitation
K8A21-20080/A
 Client Ref. No. - N° de réf. du client
K8A21-20080

Amd. No. - N° de la modif.

 File No. - N° du dossier
hl664.K8A21-20080

Buyer ID - Id de l'acheteur
hl664
 CCC No./N° CCC - FMS No./N° VME

ANNEX "B"- PRICING TABLE

Firm UNIT Price for each NIST SRM gas cylinderanada 335 River Road Ottawa, ON K1V 1C7 c/o ERMS					
Description: The supply and delivery of the gas on an as and when required basis. See Annex A for gas specification.	Supply Period				
	Contract Year 1 2020- 2021	Contract Year 2 2021-2022	Contract Year 3 2022-2023	Option Year 1 2023-2024	Option Year 2 2024-2025
SRM GASES					
CO2	\$	\$	\$	\$	\$
CO(ppm)	\$	\$	\$	\$	\$
NOx(ppm)	\$	\$	\$	\$	\$
THC(ppm)	\$	\$	\$	\$	\$
CH4(ppm)	\$	\$	\$	\$	\$

Solicitation No. - N° de l'invitation
K8A21-20080/A
 Client Ref. No. - N° de réf. du client
K8A21-20080

Amd. No. - N° de la modif.

 File No. - N° du dossier
hl664.K8A21-20080

Buyer ID - Id de l'acheteur
hl664
 CCC No./N° CCC - FMS No./N° VME

ANNEX "C"- REQUISITION ON CONTRACT (SAMPLE)

(Note: Applicable during the contract period)

1.CONDITIONS				
ALL INVOICES, SHIPPING BILLS, AND PACKING SLIPS MUST SHOW THE FOLLOWING AGREEMENT REFERENCE NUMBERS				
CONTRACT NUMBER:		ROC NUMBER:		
TO:	DELIVERY DATE:			
Contractor Address	BALANCE LEFT ON CONTRACT PRIOR TO THIS ROC (GST/HST included):			
	VALUE OF THIS REQUISITION ON CONTRACT (ROC) (GST/HST included):			
	BALANCE REMAINING ON THE CONTRACT (GST/HST included):			
0. REQUIREMENT				
2.1 FOR THE SUPPLY OF EQUIPMENT: The Contractor shall be paid firm lot prices in Canadian dollars, DDP Delivered Duty Paid (Destination) Incoterms 2000, with the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) extra, as applicable. Freight charges to destination and all applicable Custom Duties and Excise Taxes must be included.				
Item #	Item Description	Quantity	Firm Unit Price (as per Contract)	Total
				\$
				\$
				\$
				\$
				\$
Total cost of items \$				
GST/HST \$				
Total cost including GST/HST \$				
DELIVERY DESTINATION(S) Delivery Duty Paid (Destination) Incoterms 2000:				
The Contractor shall not charge Canada for any costs exceeding this total price.				
1. APPROVALS				
Project/Technical Authority:	Administrative (Procurement) Authority:		Contract Authority at PWGSC (For any ROC over \$ 40,000.00):	
Name:	Name:		Name:	
Signature:	Signature:		Signature:	
Date:	Date:		Date:	

Solicitation No. - N° de l'invitation
K8A21-20080/A
Client Ref. No. - N° de réf. du client
K8A21-20080

Amd. No. - N° de la modif.
File No. - N° du dossier
hl664.K8A21-20080

Buyer ID - Id de l'acheteur
hl664
CCC No./N° CCC - FMS No./N° VME

ANNEX "D"- PERIODIC USAGE REPORT

Instructions for submission of Requisition on Contracts usage data. The Contractor must e-mail the information identified below in an electronic spreadsheet in the format below, to the Contracting Authority identified herein.

Rosemary.Asgill-Cummins@pwgsc-tpsgc.gc.ca

The report must include as a minimum the following:

- Contract number for which the data is submitted;
- Total dollar value of all ROCs to date;
- Total dollar value of all ROCs during reporting period;
- The start date and end date of the reporting period;
- Total number of all ROCs during reporting period;
- Total number of all ROCs to date;
- ROC number;
- Item description;
- Quantity ordered, Unit price; and
- Date of delivery / Value of order.

CONTRACT #			
Total Dollar Value of all ROCs to date (\$)	Total Dollar Value of all ROCs during reporting period (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period (DD/MM/YYYY)
Total Number of all ROCs during reporting period		Total Number of all ROCs to date	
ROC Number	Item Description	Firm Unit Price, Quantity Ordered	Date of Delivery / Value of Order (not including GST/HST, if applicable)

Solicitation No. - N° de l'invitation
K8A21-20080/A
Client Ref. No. - N° de réf. du client
K8A21-20080

Amd. No. - N° de la modif.
File No. - N° du dossier
hl664.K8A21-20080

Buyer ID - Id de l'acheteur
hl664
CCC No./N° CCC - FMS No./N° VME

ANNEX "E" 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);
- Large Value Transfer System (LVTS)' (Over \$25M)