



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

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

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

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

<b>Title - Sujet</b> Rhéomètre rotatif	
<b>Solicitation No. - N° de l'invitation</b> K8A60-210455/C	<b>Date</b> 2021-02-11
<b>Client Reference No. - N° de référence du client</b> K8A60-210455	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PV-964-79717	
<b>File No. - N° de dossier</b> pv964.K8A60-210455	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2021-03-02</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Fortin, Marie-Claire	<b>Buyer Id - Id de l'acheteur</b> pv964
<b>Telephone No. - N° de téléphone</b> (418) 571-7258 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

This bid solicitation cancels and supersedes previous bid solicitation number K8A60-210455/A dated November 25, 2020 with a closing of December 30 2020 at 14:00 EST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>4</b>
1.1 REQUIREMENT .....	4
1.2 DEBRIEFINGS .....	4
1.3 EPOST CONNECT SERVICE .....	4
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>5</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	5
2.2 SUBMISSION OF BIDS.....	5
2.3 ENQUIRIES - BID SOLICITATION.....	5
2.4 APPLICABLE LAWS.....	6
2.5 BID CHALLENGE AND RECOURSE MECHANISMS.....	6
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>7</b>
3.1 BID PREPARATION INSTRUCTIONS .....	7
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>9</b>
4.1 EVALUATION PROCEDURES.....	9
4.2 BASIS OF SELECTION.....	9
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>10</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	10
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	10
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>11</b>
6.1 SECURITY REQUIREMENTS .....	12
6.2 REQUIREMENT .....	12
6.3 STANDARD CLAUSES AND CONDITIONS .....	12
6.4 TERM OF CONTRACT .....	14
6.5 AUTHORITIES .....	15
6.6 PAYMENT .....	16
6.7 INVOICING INSTRUCTIONS .....	16
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	17
6.9 APPLICABLE LAWS.....	17
6.10 PRIORITY OF DOCUMENTS .....	17
6.11 SACC MANUAL CLAUSES .....	17
6.12 SHIPPING INSTRUCTIONS - DELIVERY AT DESTINATION.....	17
6.13 DISPUTE RESOLUTION.....	18

Solicitation No. - N° de l'invitation  
K8A60-210455/B  
Client Ref. No. - N° de réf. du client  
K8A60-210455

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv964. K8A60-210455

Buyer ID - Id de l'acheteur  
pv964  
CCC No./N° CCC - FMS No./N° VME

---

<b>ANNEX A - REQUIREMENT .....</b>	<b>19</b>
<b>ANNEX B – BASIS OF PAYMENT .....</b>	<b>22</b>
<b>ANNEX C – LIST OF PRODUCTS .....</b>	<b>24</b>
<b>ATTACHMENT 1 – COMPLETE LIST OF DIRECTORS.....</b>	<b>25</b>
<b>ATTACHMENT 2 - ELECTRONIC PAYMENT INSTRUMENTS .....</b>	<b>26</b>
<b>ATTACHMENT 3 – MANDATORY TECHNICAL EVALUATION CRITERIA .....</b>	<b>27</b>
<b>ATTACHMENT 4 - OEM CERTIFICATION .....</b>	<b>28</b>

## **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 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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 2.1.1 SACC Manual Clauses

[B1000T](#) (2014-06-26), Condition of Material – Bid

### 2.2 Submission of Bids

Bids must be submitted electronically either through epost connect or Facsimile to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit, as specified below, by the date, and time indicated on page 1 of the bid solicitation.

PWGSC Bid Receiving Unit  
Fax No.: (819) 997-9776  
epost Connect: [tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

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

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

Due to the nature of the bid solicitation, hard copy bids (paper or soft copies on media) submitted to PWGSC will not be accepted.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority [marie-claire.fortin@tpsgc-pwgsc.gc.ca](mailto:marie-claire.fortin@tpsgc-pwgsc.gc.ca) 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

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 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.

Due to the nature of the bid solicitation, hard copy bids (paper or soft copies on media) will not be accepted.

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

Canada requests that Bidders use a numbering system that corresponds to the bid solicitation.

#### 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:** Bidders must include technical brochures or technical data to demonstrate compliancy with the mandatory technical criteria listed in Attachment 3.
- (b) **List of Products:** Bidders should 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.

#### 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 2 - Electronic Payment Instruments, to identify which ones are accepted.

If Attachment 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

### 3.1.4 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 Criteria**

The mandatory technical evaluation criteria are detailed in Attachment 3.

#### **4.1.2 Financial Evaluation**

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

##### **Evaluation of Price - Bid**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP Destination 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.

### 5.2 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**

#### **5.2.3.4 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**

#### **5.2.3.5 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 4. 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 Electrical Certification**

The bidder must demonstrate that all electrical equipment proposed is certified in accordance with the Canadian Electrical Code, Part 1

---

## 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 Requirement

The Contractor must provide one Rheometer in accordance with the Requirement described at Annex A.

#### 6.2.1 Optional Services

- 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 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.

### 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 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

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

#### 6.3.3.1 Class of Hardware Maintenance

The class of hardware maintenance service which applies to this contract is On-Site Maintenance Service.

### 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 must be received on or before sixteen (16) weeks after contract award.

#### 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 4 additional 1 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.

#### **6.4.5 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:

Name : Marie-Claire Fortin  
Title : Supply Specialist  
Public Services and Procurement Canada  
Commercial Consumer Products Directorate  
Address : 140 O'Connor Street, 7th floor  
L'Esplanade Laurier (LEL), East Tower  
Ottawa, Ontario K1A 0R5  
Telephone : 418-571-7258  
E-mail : [Marie-Claire.Fortin@tpsgc-pwgsc.gc.ca](mailto:Marie-Claire.Fortin@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.

##### **6.5.2 Technical Authority**

The Technical Authority for the Contract is:

*(to be completed at contract award)*

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project 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**

*(to be completed at contract award)*

##### **6.5.4 Contractor's Representative**

*(to be completed at contract award)*

**Administrative representative :**

Name : \_\_\_\_\_

**Technical representative :**

Name: \_\_\_\_\_

Solicitation No. - N° de l'invitation  
K8A60-210455/B  
Client Ref. No. - N° de réf. du client  
K8A60-210455

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv964. K8A60-210455

Buyer ID - Id de l'acheteur  
pv964  
CCC No./N° CCC - FMS No./N° VME

Telephone : \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile : \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

## 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 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

For the option to purchase Extended Warranty, Maintenance and Support period by up to four (4) additional one-year periods, Canada will pay the Contractor a firm price as specified in Table B-3, Annex B – Basis of Payment. Customs duties are included and Applicable Taxes are extra.

#### Basis of Payment – Quarterly in Arrears

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, quarterly in arrears. The payment amount will be calculated by dividing the annual firm lot price, as specified in Table B-3, Annex B – Basis of Payment, by four. Customs duties are included and Applicable Taxes are extra.

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

### 6.6.2 Multiple Payments

H1001C (2008-05-12), Multiples Payments

### 6.6.3 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

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.



Invoices must be distributed as follows:

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

[ec.dste-lest-equipeadminwstd-estl-adminteam.ec@canada.ca](mailto:ec.dste-lest-equipeadminwstd-estl-adminteam.ec@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 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](#) (2015-04-01), Hardware Purchase, Lease and Maintenance;
  - ii. [4003](#) (2010-08-16), Licensed Software;
  - iii. [4004](#) (2013-04-25, Maintenance and Support Services for Licensed Software;
- (c) the general conditions [2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity); modify as herein;
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) Annex C, List of Products
- (g) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*).

## 6.11 SACC Manual Clauses

SACC Manual clause [B1501C](#) (2018-06-21) Electrical Equipment

## 6.12 Shipping Instructions - Delivery at Destination

### 6.12.1 Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP), Ottawa, Ontario, Incoterms® 2010 for shipments from a commercial contractor.

---

**6.12.2** 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.

**6.13 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 - REQUIREMENT

### 1. TITLE

Rotational Rheometer

### 2. INTRODUCTION

The Emergencies Science and Technology Section (ESTS) of Environment and Climate Change Canada (ECCC) requires a rotational rheometer system (the "System") for analyzing rheological properties to replace an existing research-grade rheometer. The system will be required to provide measurement of viscosity and viscoelastic parameters on a wide spectrum of petroleum crudes and products, from light fuels to heavy bitumen, over a range of temperatures, as well as water-in-oil emulsions formed from same.

### 3. REQUIREMENT

3.1 The System must operate in the controlled stress, controlled rate, and forced oscillation modes.

3.2 The System must have the following measuring geometries: concentric cylinder, plate-plate and cone-plate.

The system must include, as delivered, the measurement geometries indicated at article 3.8.

3.3 The System must provide sample temperature control over the range of -20 to 40 °C with a resolution of 0.01 °C and accuracy of  $\pm 0.1$  °C for the lower plate and cone geometries. For the concentric cylinder geometry, the temperature control range must provide sample temperature control over the range of -10 to 40 °C with a resolution of 0.01 °C and accuracy of  $\pm 0.1$  °C. Heating and cooling must not require the use of consumables. Only electric-only systems such as Peltier coolers and electric heaters will be accepted. Proposals that include the use of consumables for heating or cooling, such as liquid nitrogen, will not be accepted.

3.4 Software for instrument control and data acquisition must be provided. The System software must provide customizable work sequences to facilitate user-defined measurement in step-wise thermal, stress, and frequency ranges (i.e. incremental increases in a defined range from low to high) and operate with Windows 10 Configuration Baseline.

3.5 All equipment must be compatible with Canadian electrical standards (115V/60Hz) and require no more than 15A per unit during operation.

3.6 The System must include interfaces for either Ethernet or USB, to provide connectivity to Windows 10 (64 bit) systems.

3.7 The rheometer technology on which the system is based must meet the following minimum specifications:

- Motor inertia: 25  $\mu\text{N.m.s}^2$  or less
- Torque range (at a minimum): 200 nNm to 0.2 Nm
- Torque resolution: 1 nNm or less
- Angle resolution: 12 nrad or less
- Oscillation frequency range in forced oscillation mode:  $10^{-3}$  to 10 Hz

3.8 The System must include the following measurement geometries and accessories:

- 1 plate-plate geometry of mid-range diameter (nominal 35 to 40 mm)
- 1 plate-plate geometry of large diameter (nominal 60 mm)
- 1 cone-plate geometry of mid-range diameter and 4° angle (nominal 35 to 40 mm)
- 1 concentric cylinder geometry for measuring a sample with a viscosity of 100 cP (mPa·s)
- A thermal hood to increase temperature stability. Solvent trap optional.

3.9 The System must include all system-specific accessories for sample manipulation, sample measurement and system operation, and data output.

3.10 The System must include all equipment and accessories necessary to meet all the requirements, including accessory chillers, cables or plumbing. The exception is access to compressed air, which will be available within 3 meters of the instrument location.

## **4. DELIVERY, INSTALLATION, TRAINING AND MANUALS**

### **4.1 Delivery and Installation**

The Contractor must deliver, install, integrate, and configure all deliverables to the location designated by ECCC, in coordination with the Technical Authority identified in the Contract. The Contractor must unpack, assemble, and install the deliverables at the site. If applicable, this includes but is not limited to the provision of required moving and installation resources, packing material, vehicles, cranes, personnel, and floor protection panels.

The Contractor must supply all associated materials required to effect complete installation, integration and configuration of the deliverables at the site. This must include but not be limited to such things as all the required power connectors, cables, and any other accessories required to install, integrate and configure the deliverables.

Upon successful completion of the installation, integration and configuration of the deliverables, the Contractor must verify operability of the system by confirming that a measurement of standard reference material (SRM) provided by ECCC is within specification.

The Contractor must maintain all work areas at the installation site(s) in a clean and tidy condition on completion of each day's work and on completion of acceptance, including the removal and disposal of all related packing material.

### **4.2 Training**

The Contractor must provide onsite training to the Client in English for up to 3 designated persons in a single period no more than 4 weeks after installation. Training must include operation and manipulation of the instrument function, and the set up and demonstration of 2 analytical procedures of ECCC choice. The samples used for demonstration will be provided by ECCC.

### **4.3 Manuals**

The Contractor must deliver 1 complete set of Documentation, in English, with the deliverables. This documentation must include all publications pertaining to technical specifications, installation requirements and operating instructions.

## **5. LOCATION OF WORK**

Delivery, installation and training location is:  
Emergencies Science and Technology Section  
335 River Rd.

Solicitation No. - N° de l'invitation  
K8A60-210455/B  
Client Ref. No. - N° de réf. du client  
K8A60-210455

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv964. K8A60-210455

Buyer ID - Id de l'acheteur  
pv964  
CCC No./N° CCC - FMS No./N° VME

---

Ottawa, ON, K1V 1C7

All contract deliverables, including the installation and training must be received within sixteen (16) weeks of contract award.

## **6. MAINTENANCE AND SUPPORT SERVICES**

The Contractor must provide Maintenance and Support Services of the system in accordance with supplemental general conditions [4001](#) (2015-04-01), Hardware Purchase, Lease and Maintenance and [4004](#) (2013-04-25) Maintenance and Support Services for Licensed Software.

## 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: Goods**

Item	Description	Number of Units	Unit of Issue	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
1.1	Rotational Rheometer System as described in Annex A	1	Each	\$ _____	\$ _____
<b>EVALUATED PRICE</b> (applicable taxes are extra, if applicable)					\$ _____

**Table 2 - Initial Requirement: Services**

Item	Description	Number of Units	Unit of Issue	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
2.1	Delivery	1	Each	\$ _____	\$ _____
2.2	Installation	1	Each	\$ _____	\$ _____
2.3	Training	1	Each	\$ _____	\$ _____
<b>EVALUATED PRICE</b> (applicable taxes are extra, if applicable)					\$ _____ Sum of Items 2.1 to 2.3

**Table 3 - Optional Requirement to extend the Warranty including Maintenance and Support Services on the Initial Requirement described in Table 1:**

Item	Description	Unit of Issue	Firm Unit Price
3.1	Year 2: Extended Warranty, Maintenance and Support Service	Lot	\$ _____

Solicitation No. - N° de l'invitation  
K8A60-210455/B  
Client Ref. No. - N° de réf. du client  
K8A60-210455

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv964. K8A60-210455

Buyer ID - Id de l'acheteur  
pv964  
CCC No./N° CCC - FMS No./N° VME

3.2	Year 3: Extended Warranty including Maintenance and Support Service	Lot	\$ _____
3.3	Year 4: Extended Warranty including Maintenance and Support Service	Lot	\$ _____
3.4	Year 5: Extended Warranty including Maintenance and Support Service	Lot	\$ _____
<b>EVALUATED PRICE</b> (applicable taxes are extra, if applicable)			\$ _____ Sum of Items 3.1 to 3.4

**Table 4: Total Aggregate Bid Price**

Item	Description	Evaluated Price
4.1	Table 1 - Initial Requirement : Goods	\$ _____ As per Evaluated Price from Table 1
4.2	Table 2 - Initial Requirement : Services	\$ _____ As per Evaluated Price from Table 2
4.3	Table 3 - Optional Requirement	\$ _____ As per Evaluated Price from Table 3
<b>TOTAL AGGREGATE BID PRICE</b> (applicable taxes are extra, if applicable)		\$ _____ Sum of Tables 1,2 and 3

Solicitation No. - N° de l'invitation  
K8A60-210455/B  
Client Ref. No. - N° de réf. du client  
K8A60-210455

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv964. K8A60-210455

Buyer ID - Id de l'acheteur  
pv964  
CCC No./N° CCC - FMS No./N° VME

## ANNEX C – LIST OF PRODUCTS

ITEM	PRODUCT NAME	MODEL/PART NUMBER	NAME OF MANUFACTURER
1			
2			
3			
4			
5			
6			



Solicitation No. - N° de l'invitation  
K8A60-210455/B  
Client Ref. No. - N° de réf. du client  
K8A60-210455

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv964. K8A60-210455

Buyer ID - Id de l'acheteur  
pv964  
CCC No./N° CCC - FMS No./N° VME

**ATTACHMENT 1 – COMPLETE LIST OF DIRECTORS**

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

<b>Name</b>	<b>Position</b>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Solicitation No. - N° de l'invitation  
K8A60-210455/B  
Client Ref. No. - N° de réf. du client  
K8A60-210455

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv964. K8A60-210455

Buyer ID - Id de l'acheteur  
pv964  
CCC No./N° CCC - FMS No./N° VME

---

## **ATTACHMENT 2 - 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

The following requirements are the mandatory technical evaluation criteria which will be evaluated during the Bid Evaluation. Although the bidders must propose products that meet all the specifications described in the Annex A, bids will be evaluated on the following technical requirements. Simply stating that the criteria are met is not sufficient. 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.

Any proposal that does not clearly demonstrate compliance with each of the technical requirements listed in the Table of Technical Compliance will be considered non-responsive.

TABLE OF TECHNICAL COMPLIANCE		
Mandatory Technical Criteria :		Bidder's Specifications (should indicate the reference to the technical documentation included in Bid or indicate the exact information)
M1	The system must operate in the following modes : controlled stress, controlled rate and forced oscillation	
M2	The system must provide sample temperature control over the range of -20 to 40 °C with a resolution of 0.01 °C and accuracy of $\pm 0.1$ °C for the plate-plate mode	
M3	The system Software control must be compatible with Windows 10	
M4	The system Motor inertia must have a range of 25 $\mu\text{N.m.s}^2$ or less	
M5	The system must have torque range (at a minimum): 200 nNm to 0.2 Nm	
M6	The system torque resolution must have a range of 1 nNm or less	
M7	The system angle resolution must have a range of 12 nrad or less	
M8	The system oscillation frequency range in forced oscillation mode must have a range of $10^{-3}$ to 10 Hz	

Solicitation No. - N° de l'invitation  
K8A60-210455/B  
Client Ref. No. - N° de réf. du client  
K8A60-210455

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv964. K8A60-210455

Buyer ID - Id de l'acheteur  
pv964  
CCC No./N° CCC - FMS No./N° VME

#### ATTACHMENT 4 - OEM CERTIFICATION

OEM Certification Form	
<b>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.</b>	
<b>Name of OEM</b>	_____
<b>Signature of authorized signatory of OEM</b>	_____
<b>Print Name of authorized signatory of OEM</b>	_____
<b>Print Title of authorized signatory of OEM</b>	_____
<b>Address for authorized signatory of OEM</b>	_____
<b>Telephone no. for authorized signatory of OEM</b>	_____
<b>Fax no. for authorized signatory of OEM</b>	_____
<b>Date signed</b>	_____
<b>Solicitation Number</b>	_____
<b>Name of Bidder</b>	_____