



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des
soumissions\Travaux publics et Services
gouvernementaux Canada
See herein for bid submission
instructions/
Voir la présente pour les
instructions sur la présentation
d'une soumission
NA
Alberta

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 GCMS System with Autosampler Autosampler – Calgary, Alberta	
Solicitation No. - N° de l'invitation 23240-220507/A	Date 2021-12-03
Client Reference No. - N° de référence du client 23240-220507	
GETS Reference No. - N° de référence de SEAG PW-\$EDM-201-12188	
File No. - N° de dossier EDM-1-44090 (201)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Mountain Standard Time MST on - le 2022-01-13 Heure Normale des Rocheuses HNR	
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: Ho, Hector	Buyer Id - Id de l'acheteur edm201
Telephone No. - N° de téléphone (780) 901-0989 ()	FAX No. - N° de FAX (418) 566-6167
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Public Works and Government Services / Travaux publics et
services gouvernementaux
Canada Place/Place du Canada
Suite 1000
10th Floor/10e étage
9700 Jasper Ave/9700 ave Jasper
Edmonton
Alberta
T5J 4C3

Delivery Required - Livraison exigée See Herein – Voir ci-inclus	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	4
1.1 REQUIREMENT	4
1.2 COVID-19 VACCINATION REQUIREMENT	4
1.3 DEBRIEFINGS	4
1.4 EPOST CONNECT SERVICE	4
PART 2 - BIDDER INSTRUCTIONS	5
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
PART 3 - BID PREPARATION INSTRUCTIONS.....	7
3.1 BID PREPARATION INSTRUCTIONS	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	9
4.1 EVALUATION PROCEDURES.....	9
4.2 BASIS OF SELECTION.....	9
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	10
5.1 CERTIFICATIONS REQUIRED WITH THE BID	10
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	10
PART 6 - RESULTING CONTRACT CLAUSES	12
6.1 SECURITY REQUIREMENTS	12
6.2 REQUIREMENT	12
6.3 STANDARD CLAUSES AND CONDITIONS.....	12
6.4 TERM OF CONTRACT	13
6.5 AUTHORITIES	14
6.6 PAYMENT	15
6.7 INVOICING INSTRUCTIONS	15
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	15
6.9 APPLICABLE LAWS.....	16
6.10 PRIORITY OF DOCUMENTS	16
6.11 <i>SACC MANUAL</i> CLAUSES	16
6.12 INSURANCE - NO SPECIFIC REQUIREMENT.....	16
6.13 DISPUTE RESOLUTION.....	16
6.14 <i>SACC MANUAL</i> CLAUSES	16
ANNEX "A".....	17
REQUIREMENT.....	17
ANNEX "B".....	20
BASIS OF PAYMENT.....	20
ANNEX "C".....	21
EVALUATION CRITERIA.....	21

Solicitation No. - N° de l'invitation
23240-220507/A
Client Ref. No. - N° de réf. du client
23240-220507

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-1-44090

Buyer ID - Id de l'acheteur
pwu201
CCC No./N° CCC - FMS No./N° VME

ANNEX "D" TO PART 3 OF THE BID SOLICITATION	24
ELECTRONIC PAYMENT INSTRUMENTS	24
ANNEX "E"- COVID-19 VACCINATION REQUIREMENT CERTIFICATION	25

PART 1 - GENERAL INFORMATION

1.1 Requirement

The requirement is detailed under Article 6.2 of the resulting contract clauses

1.2 COVID-19 vaccination requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

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 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

2.2 Submission of Bids

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

PWGSC Western Region Bid Receiving Unit

Suppliers are strongly encouraged to submit bids electronically using the Canada Post epost Connect application for the subject bid solicitation. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

roreceptionSoumissions.wrbidreceiving@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.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

Faxed bids will be accepted at 1-418-566-6167.

Hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

2.3 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must

be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

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

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

The Bidder is strongly encouraged to submit its bid electronically 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

Faxed bids will be accepted at 1-418-566-6167.

Hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

- 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 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.

Section II: Financial Bid

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

Solicitation No. - N° de l'invitation
23240-220507/A
Client Ref. No. - N° de réf. du client
23240-220507

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-1-44090

Buyer ID - Id de l'acheteur
pwu201
CCC No./N° CCC - FMS No./N° VME

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex “D” 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

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

MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS are included in Annex "C", Evaluation Criteria.

4.1.2 Financial Evaluation

In Annex 'B', Basis of Payment the Firm Unit Prices for Item 1, Item 2, Item 3, and Item 4 will be added together to obtain the Total Evaluated Bid Price.

SACC Manual Clause [A0222T](#) (2014-06-26), Evaluation of Price-Canadian/Foreign Bidders

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.1.1 COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract. (See Annex E-COVID-19 Vaccination Requirement Certification)

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](#)

Solicitation No. - N° de l'invitation
23240-220507/A
Client Ref. No. - N° de réf. du client
23240-220507

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-1-44090

Buyer ID - Id de l'acheteur
pwu201
CCC No./N° CCC - FMS No./N° VME

[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.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

The Contractor must provide Gas Chromatograph-Mass Spectrometer (GC-MS) system with components and accessories in accordance with the Requirement at Annex "A".

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

General Conditions 2010A is modified as follows: ADD 2010A 32 (2021-12-03) Anti-forced labour requirements

2010A 32 (2021-12-03) Anti-forced labour requirements

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the *Customs Tariff Act* and tariff item No. 9897.00.00 of the [Customs Tariff – Schedule](#) (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
2. If a tariff classification determination is made under the *Customs Act* that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the [Customs Tariff – Schedule](#) as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.
3. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:
 - a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US [Trade Facilitation and Trade Enforcement Act](#) (TFTEA) of 2015; or

-
- b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
4. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the *Criminal Code* or the *Immigration and Refugee Protection Act*:
- Criminal Code*
- i. section 279.01 (Trafficking in persons);
 - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
 - iii. subsection 279.02(1) (Material benefit - trafficking);
 - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
 - v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
 - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or
- Immigration and Refugee Protection Act*
- vii. section 118 (Trafficking in persons).
5. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).
6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
- i. in the case of a conviction, whether the court acted within its jurisdiction;
 - ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
 - iii. whether the court's decision was obtained by fraud; or
 - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice of concern unless Canada establishes a different deadline.

6.3.2 Supplemental General Conditions

4001 (2015-04-01), Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables **must be received on or before March 31, 2022.**

6.4.2 Delivery Points

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

Solicitation No. - N° de l'invitation
23240-220507/A
Client Ref. No. - N° de réf. du client
23240-220507

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-1-44090

Buyer ID - Id de l'acheteur
pwu201
CCC No./N° CCC - FMS No./N° VME

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Matthew Virakorn
Title: Procurement Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Real Property Contracting
Address: Canada Place
Suite 1000 , 9700 Jasper Avenue, Edmonton, AB T5J 4C3

Telephone: 1-780-278-6153
Facsimile: 1-418-566-6167
E-mail address: Matthew.Virakorn@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 Project Authority

The Project Authority for the Contract is: ***(To be named in the contract)***

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

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

The Project 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 Contractor's Representative ***(To be completed by the bidder)***

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

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

6.6 Payment

6.6.1 Basis of Payment - Firm Unit Price(s)

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

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

6.6.2 Method of Payment

SACC Manual clause [H1000C](#) (2008-05-12), Single Payment

6.6.3 SACC Manual Clauses

[C2000C](#) (2007-11-30), Taxes - Foreign-based Contractor
[C2604C](#) (2013-04-25), Customs Duties, Excise Taxes and Applicable Taxes – Non resident

6.6.4 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)

6.7 Invoicing Instructions

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.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy 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.

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 Alberta.

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4001 (2015-04-01) Hardware Purchase, Lease and Maintenance;
- (c) the general conditions [2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____

6.11 SACC Manual Clauses

B1501C (2018-06-21), Electrical equipment

6.12 Insurance - No Specific Requirement

SACC Manual Clause [G1005C](#) (2016-01-28), Insurance - No Specific Requirement

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](#)".

6.14 SACC Manual Clauses

B7500C (2006-06-16), Excess Goods

ANNEX "A"

REQUIREMENT

Natural Resources Canada (NRCan) has a requirement for the supply of a Gas Chromatograph-Mass Spectrometer (GC-MS) system. The requirement must include all of the following: Gas Chromatograph (GC) with Auto-sampler attached to a single quadrupole Mass Spectrometer (SQMS), and associated computer monitor, workstation and software. The system must be fully integrated to allow control and operation of the Gas Chromatograph (GC), Mass Spectrometer (MS) and liquid auto-sampler from a single software platform. The latest National Institute of Standards and Technology (NIST) MS library bundle must also be included.

SR 1.0 OBJECTIVES

To procure a GC-MS system to be delivered to the Geological Survey of Canada in Calgary upon completion. The GC-MS system will replace an end of lifecycle system and be used by the Organic Geochemistry laboratory staff for research into genetic origin, thermal evolution and environmental impacts of geological systems.

SR 2.0 SPECIFICATIONS

SR 2.1 Gas Chromatograph (GC)

- 2.1.1 the GC must be fitted with an inert capillary split/splitless injector;
- 2.1.2 the GC must have electronic pressure control and display pressure set-points to 0.001psi for a range of 0.000 to 99.999 psi;
- 2.1.3 the GC must be fitted with a liquid auto-sampler including a tray for at least 150 auto-sampler vials;
- 2.1.4 the GC must be capable of supporting simultaneous operation with a single quadrupole mass selective detector and other GC detectors;
- 2.1.5 the auto-sampler and tray must have the ability to be installed at 2 different injector positions without the need for alignment;
- 2.1.6 the GC must provide power and communications for one liquid auto-sampler and tray for at least 150 vials without the need for separate power or control boxes.

SR 2.2 Mass Spectrometer (MS)

- 2.2.1 the MS must be a single quadrupole MS fitted with an Electron Impact ion source constructed from an inert material;
- 2.2.2 the ion source must be temperature controllable from 100 to 350°C
- 2.2.3 the quadrupole mass filter must consist of a monolithic quartz structure with rods of true hyperbolic shape;
- 2.2.4 the mass filter must have a user-selectable temperature range of 100 to 200°C;
- 2.2.5 the mass filter should be on the same plate as the ion source for better accessibility and downtime of instrument during maintenance and repair;
- 2.2.6 the MS must have an electronic scan rate of 20,000 u/sec;
- 2.2.7 the MS must have a mass range of at least 5 to 1050 u;
- 2.2.8 the MS must have the ability to create at least 100 Selective Ion Monitoring (SIM) groups with at least 60 ions per group;

- 2.2.9 the MS must be capable of synchronous SIM/Scan mode to enable the collection of both SIM and full scan data in the same acquisition cycle
- 2.2.10 the roughing pump must be an oil free scroll pump.

SR 2.3 GCMS Data System

- 2.3.1 the GCMS Data System must provide integrated control of the GC, MS and liquid autosampler
- 2.3.2 the datafiles acquired from all modes of operation must be in a format or easily converted to a format that Agilent Masshunter software can import for data processing, specifically peak integration/identification and quantification;
- 2.3.3 all required software to convert into Masshunter format must also be included and demonstrated to work with an acquired datafile from the GCMS system at installation;
- 2.3.4 the datafiles produced must be directly compatible with Agilent Mass Profiler Professional statistical analysis software;
- 2.3.5 the GCMS Data System must include PC monitor and software, with an addition data processing license;
- 2.3.6 the latest NIST MS library software must also be included.

SR 2.4 Miscellaneous items

- 2.4.1 all cables, tubing, power cords and fittings required for installation and operation must be included along with complete operation and maintenance manuals;

SR 3.0 INSTALLATION

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

The Contractor must unpack, assemble, and install the deliverables at the site. If applicable, this includes but is not limited to the provision of required moving and installation resources, packing material, vehicles, cranes, personnel, and floor protection panels.

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

Upon successful completion of the installation, integration and configuration of the deliverables, the Contractor must provide the Technical Authority with written notification that the deliverables are ready for testing.

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

The Contractor must begin installation within thirty (30) calendar days of delivery and must complete the installation within five (5) business days from the installation start date.

Solicitation No. - N° de l'invitation
23240-220507/A
Client Ref. No. - N° de réf. du client
23240-220507

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-1-44090

Buyer ID - Id de l'acheteur
pwu201
CCC No./N° CCC - FMS No./N° VME

SR 4.0 MANUALS

The Contractor must deliver one (1) complete set of Documentation, in English, pertaining to technical specifications, installation requirements and operating instructions

SR 5.0 TRAINING

The Contractor must provide onsite familiarization at time of installation to the Client in English.

SR 6.0 SERVICE

The Contractor must provide technical support of the system in accordance with supplemental general conditions 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance;

Response for service should be within 24 hours or less.

SR 7.0 DELIVERY

All deliverables will be delivered to NRCan at 3303-33 St NW. Calgary, AB, T2L 2A7. Contractor will be escorted AT ALL TIMES.

All to be delivered and received by March 31, 2022

SR 8.0 LANGUAGE OF WORK

Work to be conducted in English.

ANNEX "B"

BASIS OF PAYMENT

- Prices must be firm
- Prices must be all inclusive and include any and all applicable charges
- Prices must be in Canadian Dollars (CAD)
- Prices do not include applicable taxes, applicable taxes will be added as a separate line item to any invoice issued as a result of a Contract
- Prices are required for Item 1, 2, 3, 4 and must be in accordance with the format shown in the table below

DELIVERY LOCATION

Natural Resources Canada (NRCan)
 3303-33 St NW
 Calgary, AB, T2L 2A7

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>FIRM UNIT PRICE</u>
1	Gas Chromatograph-Mass Spectrometer (GC-MS) system with components and accessories in accordance with Annex "A", Requirement and Annex "C", Evaluation Criteria	1	\$_____ CAD
2	Delivery charges of Gas Chromatograph-Mass Spectrometer (GC-MS) system with components and accessories to DELIVERY LOCATION – Free on Board (FOB) Destination, Delivery Duty Paid (DDP), including all applicable Customs Duties and Excise Taxes	1	\$_____ CAD
3	Installation of Gas Chromatograph-Mass Spectrometer (GC-MS) system with components and accessories to DELIVERY LOCATION in accordance with Annex "A", Requirement	1	\$_____ CAD
4	Training of Gas Chromatograph-Mass Spectrometer (GC-MS) system with components and accessories in accordance with Annex "A", Requirement	1	\$_____ CAD
<i>TOTAL EVALUATED BID PRICE</i> <i>(ITEM 1 + ITEM 2 + ITEM 3 + ITEM 4)</i>			\$_____ CAD

ANNEX "C"

EVALUATION CRITERIA

1. DELIVERY

All deliverables identified in Annex "A", Requirement (supply, delivery, installation, and training) **must be completed on or before 2022-03-31.**

PLEASE INDICATE:
(TO BE COMPLETED BY BIDDER)

- Meet Delivery Requirement
OR
 Unable to Meet Delivery Requirement

PLEASE INDICATE:
(TO BE COMPLETED BY BIDDER)

The best delivery date for all deliverables identified in Annex "A", Requirement that can be offered is _____ business days / calendar days / weeks / months after Contract award.

2. MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS

COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS

A complete list of the minimum mandatory performance specifications are detailed below in the "Compliance Matrix". Bidders are to clearly demonstrate compliance with each mandatory specification.

1. Bidders **must** show compliance by addressing each performance specification in the Compliance Matrix, whether the product offered "meets" or "does not meet".
2. It is requested that supporting technical documentation, including but not limited to, specification sheets, technical brochures, photographs or illustrations be provided with the bid at solicitation close and be cross-referenced on the Compliance Matrix for each performance specification to outline where in the supporting technical documentation it demonstrates compliance. It is the Bidders responsibility to ensure that the submitted supporting technical documentation provides detail to prove that the proposed product(s) meet the requirements of the Performance Specification. If published supporting technical document is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.
3. If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.
4. Bidders must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the solicitation document.
5. Failure to meet each performance specification will result in the bid being deemed non-responsive, and be given no further consideration.

COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS:

REQUIREMENT	MANUFACTURER OFFERED	MODEL NUMBER OFFERED
Gas Chromatograph-Mass Spectrometer (GC-MS) system with components and accessories		

ITEM	CRITERIA
1	<p>Suggestion:</p> <p>The Bidder's Gas Chromatograph (GC) system must provide or offer the following capabilities* as specified under SR.2.1 of the Statement of Requirement (SOR):</p> <ul style="list-style-type: none"> • fitted with an inert capillary split/splitless injector; • electronic pressure control and display pressure set-points to 0.001psi for a range of 0.000 to 99.999 psi; • fitted with a liquid auto-sampler including a tray for at least 150 auto-sampler vials; • capable of supporting simultaneous operation with a single quadrupole mass selective detector and other GC detectors; • capable of being installed at two (2) different injector positions without the need for an alignment; <p>*Capabilities are demonstrated by providing a copy of a specifications sheet.</p>
2	<p>The Bidder's Mass Spectrometer (MS) must provide or offer the following capabilities* as specified under SR.2.2 of the Statement of Requirement (SOR):</p> <ul style="list-style-type: none"> • a single quadrupole MS fitted with an Electron Impact ion source** constructed from an inert material; • a quadrupole mass filter*** containing a monolithic quartz structure with rods of true hyperbolic shape; • the mass filter should be on the same plate as the ion source for better accessibility and downtime of instrument during maintenance and repair; • possess an electronic scan rate of 20,000 u/sec; • possess a mass range of at least 5 to 1050 u; • have the ability to create at least 100 Selective Ion Monitoring (SIM) groups with at least 60 ions per group; • possess a synchronous SIM/Scan mode to enable the collection of both SIM and full scan data in the same acquisition cycle • included a roughing pump that is an oil free scroll pump. <p>*Capabilities are demonstrated by providing a copy of a specifications sheet.</p> <p>*Controllable from 100 to 350°C</p> <p>**User-selectable temperature range of 100 to 200°C</p>
3	<p>The Bidder's Gas Chromatograph Mass Spectrometer (GCMS) <u>Data System</u> must provide or offer the following capabilities* as specified under SR.2.3 of the Statement of Requirement</p>

	<p>(SOR):</p> <ul style="list-style-type: none"> • Be able to integrate control of the GC, MS and liquid autosampler • the datafiles acquired from all modes of operation must be in a format or easily converted to a format that Agilent Masshunter software can import for data processing, specifically peak integration/identification and quantification; • any necessary software required to convert data files into Masshunter format; • the datafiles produced must be directly compatible with Agilent Mass Profiler Professional statistical analysis software; • a PC monitor and software, with an addition data processing license; • the latest National Institute of Standards and Technology (NIST) MS library software. <p>*Capabilities are demonstrated by providing a copy of a specifications sheet.</p>
--	---

ITEM #	STATUS (D) Desirable (M) Mandatory	PERFORMANCE SPECIFICATION MET? Indicate either Yes/No	PERFORMANCE SPECIFICATION OFFERED Bidder <u>should</u> indicate how they meet the performance specification by recording this information in this column	CROSS REFERENCE Bidders should cross-reference where this performance specification is indicated in their supporting documents.
1	M			
2	M			
3	M			

Solicitation No. - N° de l'invitation
23240-220507/A
Client Ref. No. - N° de réf. du client
23240-220507

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-1-44090

Buyer ID - Id de l'acheteur
pwu201
CCC No./N° CCC - FMS No./N° VME

ANNEX "D" 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)

Solicitation No. - N° de l'invitation
23240-220507/A
Client Ref. No. - N° de réf. du client
23240-220507

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-1-44090

Buyer ID - Id de l'acheteur
pwu201
CCC No./N° CCC - FMS No./N° VME

Annex "E"- COVID-19 Vaccination Requirement Certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification

I, _____ (*first and last name*), as the representative of
_____ (*name of business*) pursuant to
_____ (*insert solicitation number*), warrant and certify that all
personnel that _____ (*name of business*) will provide on the
resulting Contract who access federal government workplaces where they may come into contact with
public servants will be:

- (a) fully vaccinated against COVID-19;
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- (c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada

Solicitation No. - N° de l'invitation
23240-220507/A
Client Ref. No. - N° de réf. du client
23240-220507

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-1-44090

Buyer ID - Id de l'acheteur
pwu201
CCC No./N° CCC - FMS No./N° VME

reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.