



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

Ontario

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

Public Works and Government Services Canada
Ontario Region
10th Floor, 4900 Yonge Street
Toronto
Ontario
M2N 6A6

| | |
|--|--|
| Title - Sujet Benchtop XRF Analyzer | |
| Solicitation No. - N° de l'invitation 23584-220656/A | Date 2021-12-07 |
| Client Reference No. - N° de référence du client 23584-220656 | |
| GETS Reference No. - N° de référence de SEAG PW-\$TOR-201-8129 | |
| File No. - N° de dossier TOR-1-44088 (201) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2022-01-07 Heure Normale du l'Est HNE | |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Ramnarine, Vashti | Buyer Id - Id de l'acheteur tor201 |
| Telephone No. - N° de téléphone (289) 772-7284 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATURAL RESOURCES Kumar Sadayappan Natural Resources Canada 183 Longwood Road South HAMILTON Ontario L8P0A5 Canada | |

Instructions: See Herein

Instructions: Voir aux présentes

| | |
|--|--|
| 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 | ERROR! BOOKMARK NOT DEFINED. |
| 1.1 SECURITY REQUIREMENTS | ERROR! BOOKMARK NOT DEFINED. |
| 1.2 STATEMENT OF WORK OR REQUIREMENT | ERROR! BOOKMARK NOT DEFINED. |
| 1.3 DEBRIEFINGS..... | ERROR! BOOKMARK NOT DEFINED. |
| 1.4 EPOST CONNECT SERVICE | ERROR! BOOKMARK NOT DEFINED. |
| 1.5 COVID-19 VACCINATION REQUIREMENT | 2 |
| PART 2 - BIDDER INSTRUCTIONS..... | ERROR! BOOKMARK NOT DEFINED. |
| 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS | ERROR! BOOKMARK NOT DEFINED. |
| 2.2 SUBMISSION OF BIDS | ERROR! BOOKMARK NOT DEFINED. |
| 2.3 ENQUIRIES - BID SOLICITATION | ERROR! BOOKMARK NOT DEFINED. |
| 2.4 APPLICABLE LAWS | ERROR! BOOKMARK NOT DEFINED. |
| 2.5 BID CHALLENGE AND RECOURSE MECHANISMS..... | ERROR! BOOKMARK NOT DEFINED. |
| PART 3 - BID PREPARATION INSTRUCTIONS | ERROR! BOOKMARK NOT DEFINED. |
| 3.1 BID PREPARATION INSTRUCTIONS | ERROR! BOOKMARK NOT DEFINED. |
| PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION..... | ERROR! BOOKMARK NOT DEFINED. |
| 4.1 EVALUATION PROCEDURES..... | ERROR! BOOKMARK NOT DEFINED. |
| 4.2 BASIS OF SELECTION | ERROR! BOOKMARK NOT DEFINED. |
| PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION | ERROR! BOOKMARK NOT DEFINED. |
| 5.1 CERTIFICATIONS REQUIRED WITH THE BID | ERROR! BOOKMARK NOT DEFINED. |
| 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION..... | ERROR! BOOKMARK NOT DEFINED. |
| PART 6 - RESULTING CONTRACT CLAUSES..... | ERROR! BOOKMARK NOT DEFINED. |
| 6.1 SECURITY REQUIREMENTS | ERROR! BOOKMARK NOT DEFINED. |
| 6.2 STATEMENT OF WORK OR REQUIREMENT | ERROR! BOOKMARK NOT DEFINED. |
| 6.3 STANDARD CLAUSES AND CONDITIONS..... | ERROR! BOOKMARK NOT DEFINED. |
| 6.4 TERM OF CONTRACT | ERROR! BOOKMARK NOT DEFINED. |
| 6.5 AUTHORITIES..... | ERROR! BOOKMARK NOT DEFINED. |
| 6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS | ERROR! BOOKMARK NOT DEFINED. |
| 6.7 PAYMENT | ERROR! BOOKMARK NOT DEFINED. |
| 6.8 INVOICING INSTRUCTIONS | ERROR! BOOKMARK NOT DEFINED. |
| 6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION | ERROR! BOOKMARK NOT DEFINED. |
| 6.10 APPLICABLE LAWS | ERROR! BOOKMARK NOT DEFINED. |
| 6.11 PRIORITY OF DOCUMENTS | ERROR! BOOKMARK NOT DEFINED. |
| 6.12 DEFENCE CONTRACT | ERROR! BOOKMARK NOT DEFINED. |
| 6.13 SACC MANUAL CLAUSES..... | ERROR! BOOKMARK NOT DEFINED. |
| 6.14 DISPUTE RESOLUTION..... | ERROR! BOOKMARK NOT DEFINED. |
| 6.15 SACC MANUAL CLAUSE..... | ERROR! BOOKMARK NOT DEFINED. |
| ANNEX "A"..... | ERROR! BOOKMARK NOT DEFINED. |
| STATEMENT OF WORK OR REQUIREMENT | ERROR! BOOKMARK NOT DEFINED. |
| ANNEX "B"..... | ERROR! BOOKMARK NOT DEFINED. |
| BASIS OF PAYMENT | |
| ANNEX "X" TO PART 3 OF THE BID SOLICITATION | ERROR! BOOKMARK NOT DEFINED. |
| ELECTRONIC PAYMENT INSTRUMENTS | ERROR! BOOKMARK NOT DEFINED. |
| ANNEX "X" TO PART 1 OF THE BID SOLICITATION | 20 |
| COVID-19 VACCINATION REQUIREMENT CERTIFICATION | 20 |

Title: X-Ray Fluorescence (XRF) spectrometer

PART 1 - GENERAL INFORMATION

1.1 Requirement

The requirement is detailed under Article 6.2, Part 6 - Resulting Contract Clauses.

1.2 Debriefings

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

1.3 Epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

1.4 COVID-19 vaccination requirement

"This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the Annex "D" to Part 1 COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive."

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.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety and replaced with the following:

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

2.1.1 SACC Manual Clauses

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

2.2 Submission of Bids – Epost only

2.2.1 Bids must be submitted only to Public Works and Government Services Canada (PWGSC)

Bid

Receiving Unit by the date, time and place indicated on page 1 of the RFP.

TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca (*email address for epost Connect service*)

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 Instruction 2003, or to send offers 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 (6) days before the Request for Proposals closing date.

Due to the nature of the bid solicitation, bids transmitted by facsimile or hardcopy to PWGSC will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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

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

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications
- Section IV: Additional Information

Bids transmitted by facsimile or hardcopy will not be accepted.

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

Section I: Technical Bid

In their technical bid, Bidders should 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.

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex "C" 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

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 CRITERIA

Bidders must demonstrate that they meet each mandatory technical criteria by providing a response to each of the mandatory technical criteria. Bidders must provide evidence including, but not limited to, specifications, brochures, or documented data to show their XRF meets each of the mandatory technical criteria. Simply stating that all of the mandatory criteria are met is not sufficient. Failure to meet any of the mandatory criteria will render the bid non-responsive and it will be given no further consideration.

The XRF must meet the following criteria:

| # | MANDATORY Evaluation CRITERIA | PAGE # IN BID CORRESPONDING TO CRITERIA |
|----|---|---|
| M1 | The excitation source and detector must be detecting elements from Magnesium (Mg) to Uranium (U) | |
| M2 | Test ferrous and non-ferrous materials including steels, (low and high alloy), nickel alloys, cobalt alloys, copper alloys, zinc alloys, light (Al, Mg and Ti) alloys and other alloy types | |
| M3 | Accommodate various shapes and sizes of samples | |
| M4 | Automated specimen loading and unloading; this includes motorization of sample selection, loading and locating into goniometer, testing and removal | |
| M5 | Automation software to accommodate sample placement, testing and analysis | |

4.1.2.1 Financial Evaluation

(a) Mandatory Financial Criteria

- (i) The Bidder must submit with its bid, pricing details in accordance with Annex B - Basis of Payment, in Canadian dollars.
- (ii) The Total Evaluated Price will be the Total Extended Price of the Firm Requirement in Annex B - Basis of Payment.
- (iii) The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.1.2.2 SACC Manual Clauses

A0220T (2014-06-26) Evaluation of Price – Bid

4.2 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.

5.2 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/canada/esdc) 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" list at the time of contract award.

Solicitation No. - N° de l'invitation
2354-220656/001/TOR
Client Ref. No. - N° de réf. du client
2354-220656

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

Buyer ID - Id de l'acheteur
TOR201
CCC No./N° CCC - FMS No./N° VME

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 perform the Work 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.

6.3.2 Subsection 32 of 2010A, General Conditions – Goods (Medium Complexity), is added as follows:

2010A 32 (2021-11-04) 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.

6.3.3 Compliance with on-site measures, standing orders, policies, and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

6.3.4 Suspension of the Work

- The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) 24 Termination for convenience of general conditions 2010A."
1. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.

2. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract award to the end of the warranty period as described in Section 09 of **2010A** (2020-05-28) General Conditions - Goods (Medium Complexity).

6.4.2 Delivery Date

All the deliverables must be received on or before _____.

CMAT reserves the right to negotiate delivery date changes to before or after March 31, 2022.

6.4.3 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:

Ms. Vashti Ramnarine

Acquisitions | Ontario Region - Approvisionnement | Région de l'Ontario
Public Services and Procurement Canada - Ontario Region / Government of Canada
Services publics et Approvisionnement Canada - Région de l'Ontario / Gouvernement du Canada
10th Floor, 4900 Yonge Street - 10^e étage, 4900 rue Yonge
Toronto, Ontario M2N 6A6
vashti.ramnarine@pwgsc-tpsgc.gc.ca / Tel: 289-772-7284 - / Tél: 289-772-7284

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:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

Solicitation No. - N° de l'invitation
2354-220656/001/TOR
Client Ref. No. - N° de réf. du client
2354-220656

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

Buyer ID - Id de l'acheteur
TOR201
CCC No./N° CCC - FMS No./N° VME

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

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

6.6 Payment

6.6.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex B for a cost of \$ _____ (*insert the amount 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 Limitation of Price

SACC Manual clause C6000C (2017-08-17), Limitation of Price

6.6.3 Single Payment

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

6.6.4 SACC Manual Clauses

SACC Manual clause C2000C (2007-11-30), Taxes - Foreign-based Contractor

6.6.5 Electronic Payment of Invoices

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

- i. Visa Acquisition Card;
- ii. MasterCard Acquisition Card;
- iii. Direct Deposit (Domestic and International);
- iv. Electronic Data Interchange (EDI);
- v. Wire Transfer (International Only); or

6.7 Invoicing Instructions

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

6.7.2 Invoices must be distributed as follows:

- (i) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (ii) 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 _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

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) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) the general conditions 2010A (2020-05-28), General Conditions – Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment; and
- (e) the Contractor's bid dated _____. (*insert at time of contract award*)

6.11 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.12 Insurance

G1005C (2016-01-28), Insurance

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.

Solicitation No. - N° de l'invitation
2354-220656/001/TOR
Client Ref. No. - N° de réf. du client
2354-220656

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

Buyer ID - Id de l'acheteur
TOR201
CCC No./N° CCC - FMS No./N° VME

(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

A9068C (2010-01-11) Government Site Regulations

ANNEX "A"

REQUIREMENT

Title: X-Ray Fluorescence (XRF) spectrometer

For the supply, delivery, installation and training of (1) X-Ray Fluorescence (XRF) spectrometer for the department of Natural Resources Canada, Hamilton, ON.

A1. Scope

Canmet MATERIALS (CMAT) intends to procure an **X-Ray Fluorescence (XRF) spectrometer** for research and development purposes. The objective of the equipment is to provide the laboratory an essential tool capable of analyzing solid conductive metallic samples. The equipment must have an X-Ray tube to energize the atoms in conductive solid metallic samples resulting in formation of x-rays. The chemical composition of the metallic materials is determined after analyzing the resulting x-ray spectrum.

CMAT will not accept any prototypes, demonstration models, used or refurbished equipment. Proposals should contain equipment which is the latest industry standard with long-term parts availability and proven reliability in other similar installations.

This equipment will be installed at CMAT lab in Hamilton, ON

A2. Milestones

Delivery, installation and commission of the equipment at site.

A3. The Equipment must meet the following specifications:

- a) Must be a Self-contained countertop XRF
- b) Must have a safety interlocked sample chamber including metallic housing with sealing
- c) Must accommodate various shapes and sizes of samples
- d) The Specimen chamber size must be a maximum of 50 x 50 x 50 mm
- e) Must be able to add vacuum pump with variable vacuum capability and vacuum sensor for accurate pressure readings within the experimental enclosure
- f) Must be able to accommodate non-ambient gas flow through chamber

Analyzer

- a) Premium Rhodium (Rh) thin window X-ray tube with maximum 50 kV generator
- b) Silicon Drift Detector ranging in 20 – 50mm² active area
- c) Graphene entrance window for improved transmission of light elements.
- d) Must detect elements from Magnesium (Mg) to Uranium (U)
- e) Sample analysis time must be less than 5 minutes.

Auto loading

- a) Must be automated specimen loading and unloading; this includes motorization of sample selection, loading and locating into goniometer, testing and removal
- b) Must be able to accept additional hardware for automated sample placement (loading track if necessary)
- c) Safety sensors to reduce the risk of exposure during loading/unloading.

Detection Limits

- a) Alloy calibration with light metal detection capability
- b) Range of metallic materials including ferrous and non-ferrous elements
- c) Configuration and calibration at factory before delivery using certified reference materials.

-
- d) Confirm the stability of the instrument of staying within 2 standard deviations of the precision value in a 24hour period.

Software Requirements

- a) Software that runs on minimum windows 10 operating system
- b) Able to accommodate automation of sample loading, testing and analysis
- c) collection software to control X-ray tube voltage, output spectrum filtration, measurement time, camera focus, and maintain X-ray safety via all necessary interlocks
- d) Peak intensity determination by peak fitting (integrated intensity) or deconvolution procedures to distinguish overlapping peaks
- e) Linear and area distribution analysis
- f) Sample / alloy identification software
- g) Multi-purpose analysis result display and printing
- h) Export files in excel or SCV formats

A4. Installation

The equipment will be installed in the MAP laboratory at first floor at the NRCan Facility in Hamilton, Ontario, Canada. The Contractor must provide a qualified service technician on-site to install the system upon arrival.

The contractor must submit installation requirements including foundation, air, water, power and inert gases with bid submission. NRCan will provide the required services (electrical, compressed air, cooling air/water, and compressed gasses as required) with lockable disconnects, to support the final hook-up of the system within 3 meters of the equipment footprint.

Electrical Supply: The instrument must comply with the Canadian Electrical grid. The available supply is 110V or 240V / 1 Phase /50-60Hz. Vendor's scope of supply must include any transformers or other electrical components required to adapt to the available electrical supplies. Vendor's scope of supply must include any special power conditioning equipment required to achieve the Functional Requirements.

Environmental Conditions: The laboratory environment conditions must be between 16°C and 30°C and relative humidity up to 80 %(non-condensing). The instrument must meet Functional Requirements within this range of environmental conditions without degradation to performance.

A5. Installation Certificate

The equipment must comply with the Canadian Electrical Code. Certifications from CSA, ULC, or ESA are all acceptable modes of compliance. Costs related to certification and compliance is the responsibility of the vendor. Special inspection by a third party service provider such as ESA (Electrical Safety Authority) or Entella are acceptable. Costs related to achieving certifications are the responsibility of the vendor.

CMAT is seeking CSA accreditation for "Occupational Health and Safety Management" (CSA Z-1000).

As part of this process, CMAT will require that a Pre-start Health and Safety Review be performed in accordance with the " Guidelines for Pre-start Health and Safety Reviews" published by the Ontario Ministry of Labour, April 2001. If an exemption is applicable, then the exemption is the preferred approach.

In order to qualify for an exemption, certain statements or documents may be required from the vendor or manufacturer:

- Declaration that the equipment manufacture meets all applicable local (Hamilton, ON) standards.
- Declaration that the equipment installation meets all applicable local (Hamilton, ON) standards.

In the event an exemption is not applicable, the supplier must properly conduct the Pre-start Health and Safety Review, providing relevant supporting documentation. This may include, but is not limited to:

- Electrical schematics
- Pneumatic schematics
- Hydraulic schematics
- Specifications for safety-related components used in the safety system
- Declarations of conformity of safety-related components and systems to the applicable standards.

If the equipment is found to have been manufactured or installed contrary to applicable local (Hamilton, ON) standards, then the vendor is responsible for remedial actions at no additional cost to NRCan.

The equipment must meet the regulations, guidelines, and standards for design, manufacturing, and installation as outlined in Appendix B: Associated Documents. Where there is a conflict between the various regulations, guidelines, and standards, the supplier must comply with the machine specific requirements for that type of machine.

Standards order of precedence:

- Canadian
- US/ NA
- ISO/ EN
- Other.

A6. Health and Safety

Noise level: Noise level during operation must be less than 65dB at a distance of 12" from the equipment. The vendor may opt to include noise abatement measures in order to achieve this.

Ergonomics: Controls and Sample stand / door are to be located to avoid operator having to stretch or bend to do their work.

A7. Commissioning

The Contractor must deliver to the following address:

CanmetMATERIALS
183 Longwood Road South,
Hamilton, ON, L8P 0A5,
Canada.

The Contractor must provide on-site installation and commissioning at the NRCan facility in Hamilton, Ontario. Qualified service technicians must carry out on-site commissioning of the system. The exact date, time and location will be mutually agreed between the Contractor and the Technical Authority stated herein.

The CMAT office is open weekdays between the hours of 8:00 am and 4:00 pm.

The documentation to be provided for the equipment including the following:

- Installation and operating manuals for the entire system
- Arrangement drawing with overall dimensions of the system and requirements for maintenance access
- Overall electrical and instrument diagrams
- Power and service requirements

A8. Training

On-Site Training

On-site (NRCan Facility, Hamilton, Ontario) training must include system operation, hardware maintenance procedures, software usage, safety training, procedure for maintenance, system calibration and troubleshooting of the system for users in English.

On-site training must be a continuous process during installation, commissioning and initial start-up. The exact date, time and location of the training will be mutually agreed between the Contractor and the Technical Authority stated herein.

Off-Site Training

If additional advanced operators training courses are offered at the manufacture's facility, two (2) attendee's within one year of completed installation must be able to take the training at no additional cost.

A9. Warranty, Service, Support & Updates

The contractor must provide for 2-year parts and labor warranty on the entire equipment. Warranty will begin on the day that the equipment is installed as fully tested and operational to the satisfaction of NRCan Technical Authority. Any version upgrades available during the course of the warranty period of two years must be provided free of cost

Spare parts: As separate line items, the bid must include a recommended spare parts list with pricing and delivery times to Hamilton, Ontario. Any version upgrades available during the course of the warranty period shall be provided free of cost. Upgrades/spare parts shall be available / supported for a minimum of 10 years.

Response to service call: When a repair call is placed, the vendor guarantees to have a qualified person on our site in Hamilton, Ontario, within three (3) business days.

Remote Diagnostics: The instrument must be able to access remote diagnostics via internet.

Solicitation No. - N° de l'invitation
2354-220656/001/TOR
Client Ref. No. - N° de réf. du client
2354-220656

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

Buyer ID - Id de l'acheteur
TOR201
CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

BASIS OF PAYMENT

The firm unit price must be an all-inclusive price for the supply, delivery, installation and training of the requirement in accordance with Annex A – Requirement, in Canadian funds, including customs duties, all delivery and transportation charges, FOB destination, applicable taxes extra.

| Description | QTY | Unit Price | Extended Price |
|--|-------|------------|----------------|
| Supply of (1) X-Ray Fluorescence (XRF) spectrometer in accordance with Annex A. Make: _____ Model: _____ | 1 | \$ _____ | \$ _____ |
| Delivery and installation | 1 lot | \$ _____ | \$ _____ |
| Training as listed in Annex A - A8 Training | 1 lot | \$ _____ | \$ _____ |
| Extended Total \$ _____ | | | |

Solicitation No. - N° de l'invitation
2354-220656/001/TOR
Client Ref. No. - N° de réf. du client
2354-220656

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

Buyer ID - Id de l'acheteur
TOR201
CCC No./N° CCC - FMS No./N° VME

ANNEX "C"

ELECTRONIC PAYMENT INSTRUCTIONS

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by 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)

ANNEX "D" to PART 1 OF THE BID SOLICITATION

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; or
- (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 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: _____

Solicitation No. - N° de l'invitation
2354-220656/001/TOR
Client Ref. No. - N° de réf. du client
2354-220656

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

Buyer ID - Id de l'acheteur
TOR201
CCC No./N° CCC - FMS No./N° VME

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.