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Bid Receiving - PWGSC / Réception des soumissions - TPSGC

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

Request For a Standing Offer Demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

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

Title - Sujet Ion Scanner	
Solicitation No. - N° de l'invitation 21120-206637/A	Date 2021-12-17
Client Reference No. - N° de référence du client 3436637	GETS Ref. No. - N° de réf. de SEAG PW-\$\$PV-890-80765
File No. - N° de dossier pv890.21120-206637	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 2022-01-31 Heure Normale du l'Est HNE	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Hennessey, Lisa	Buyer Id - Id de l'acheteur pv890
Telephone No. - N° de téléphone (343)551-0058 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into six parts plus attachments and annexes, as follows:

- | | |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided; |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:
7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Requirement, Delivery Points, the Basis of Payment and any other annexes.

The Attachments include the COVID-19 Vaccination Requirement Certification, Other Information Required with the Offer, Evaluation Sample and any other attachments.

1.2 Summary

- 1.2.1 Correctional Service Canada (CSC) has a requirement to establish a National Individual Standing Offer (NISO) for the supply and delivery of benchtop Drug Detector Systems to CSC on an as and when required basis.

The Drug Detector System must use a non-radioactive ionization source and must be based on Ion Mobility Spectrometry (IMS) for analysis of samples.

The Drug Detector System must, at a minimum, detect and correctly identify all of the following drug substances:

1. 3 Methyl fentanyl;
2. Acetyl fentanyl;
3. Amphetamine;
4. Buprenorphine;
5. Butyryl fentanyl;
6. Carfentanil;
7. Cocaine;
8. Fentanyl;
9. Furanyl fentanyl;
10. Heroin;
11. Ketamine;
12. LSD;
13. MDEA;
14. MDMA;
15. Methamphetamine;
16. Morphine;
17. Naloxone;
18. Oxycodone;
19. THC;
20. U-47700; and
21. U-48800

The successful Offeror must provide all of the following on an as and when required basis as described at Annex "A", Requirement:

- (a) a drug detector system that must use a non-radioactive ionization source and must be based on Ion Mobility Spectrometry (IMS) for analysis of samples;
- (b) all accessories such as cables and power cords necessary for the full functionality of the system;
- (c) carry case;
- (d) consumables;
- (e) user documentation;
- (f) training;
- (g) maintenance and support services; and
- (h) disposal of old equipment

The delivery points are CSC institutions across Canada and are listed under Annex "B", Delivery Points.

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 offer will render the offer non-responsive.

The proposed National Individual Standing Offer (NISO) will be for a one (1) year period with the option to extend by up to two additional two (2) year periods.

Only one (1) standing offer will be issued as a result of this Request for Standing Offers.

1.2.2 The Request for Standing Offers (RFSO) is to establish a National Individual Standing Offer for the requirement detailed in the RFSO, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers."

1.2.3 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.14, Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

1.5 Phased Offer Compliance Process

The Phased Offer Compliance Process (POCP) applies to this requirement.

1.6 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 offer will render the offer non-responsive.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 180 days

2.1.1 SACC Manual Clauses

[M1004T](#) (2016-01-28), Condition of Material – Offer

2.2 Submission of Offers

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

PWGSC Bid Receiving Unit

Telephone: (819) 420-7201
Facsimile number: (819) 997-9776

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

Note: Offers 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 [2006](#), or to send offers through an epost Connect message if the offeror is using its own licensing agreement for epost Connect.

No offer shall be sent directly to the PWGSC Standing Offer Authority.

Due to the nature of the Request for Standing Offers solicitation, hard copy offers (paper or soft copies on media) submitted to PWGSC will not be accepted.

2.3 Enquiries – Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Standing Offer 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) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

- Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer

Section II: Financial Offer

Section III: Certifications

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

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

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

Canada requests that Offerors use a numbering system that corresponds to the RFSO.

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

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

The technical offer consists of the following:

- (a) **Supporting Technical documentation:** Offerors must include technical brochures or technical data to demonstrate compliancy to the requirement as described in Annex "A", Requirement.
- (b) **Training Plan:** Offerors should include a training plan, which demonstrates that the Offeror's training plan meets all the mandatory requirements for training

described in Annex "A", Requirement. The training plan must include, at a minimum, a description of the course materials that will be provided to the participants; the training schedule; and the duration of the training.

- (c) **Description of the Offeror's Maintenance and Support Services:** Offerors should include a description of its warranty, maintenance and support services, which must be consistent with the supplemental conditions and Annex "A", Requirement. At a minimum, Offerors should include the following:
- i. location of available service facilities (after sales service and repair). List the service facilities closest to the destinations.
 - ii. location of available replacement parts from consumables to major components.
 - iii. list the frequency of routine maintenance visits provided by a qualified service technician during the warranty period, if applicable, and included in the price.

Section II: Financial Offer

- (a) **Pricing:** Offerors must submit their financial offer in accordance with Annex "C", Basis of Payment.
- (b) **All Costs to be included:** The financial offer must include all costs for the requirement described in the Request for Standing Offers for the entire period of the Standing Offer, including any option years. The identification of all necessary equipment and components required to meet the requirements of the Request for Standing Offers and the associated costs of these items is the sole responsibility of the Offeror.
- (c) **Blank Prices:** Offerors are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Offeror leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Offer confirm that the price is, in fact, \$0.00. No Offeror will be permitted to add or change a price as part of this confirmation. Any Offeror who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.1.1 SACC Manual Clauses

[M0019T](#) (2007-05-25), Firm Price and/or Rates
[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

3.1.2 Electronic Template Files

The electronic file attached to this requirement is required to submit an Offer.

Offerors are requested to not change the format, wording, or layout of the templates. Any offer that contains a template that has had the format, wording, or layout changed may be considered non-responsive and disqualified in accordance with 4.1.1.2 (2018-03-13) Phase I: Financial Offer.

In accordance with paragraph 4.1.1.1 (d) of the Phased Offer Compliance Process, for offers which do not provide the completed electronic file in Excel format Canada maintains the right to request the completed electronic file in Excel format from the Offeror at any time during Phase III, Final Evaluation of the Offer. If there is a discrepancy between the wording of the copy provided with the offer and the electronic file, the wording of the submitted copy will have priority over the wording of the electronic copy.

The electronic file package contains the following file:

(a) Electronic Basis of Payment (EBOT), Filename: EBOT.xlsx

3.1.3 Electronic Payment of Invoices – Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment “2”, Electronic Payment Instruments, to identify which ones are accepted.

If Attachment “2”, Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) Canada will use the Phased Offer Compliance Process described below.

4.1.1 Phased Offer Compliance Process (POCP)

4.1.1.1 (2018-07-19) General

- (a) Canada is conducting the POCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the POCP, Offerors are and will remain solely responsible for the accuracy, consistency and completeness of their Offers and Canada does not undertake, by reason of this review, any

obligations or responsibility for identifying any or all errors or omissions in Offerors or in responses by an Offeror to any communications from Canada.

THE OFFEROR ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS POCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE OFFER IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE OFFER HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM AN OFFER TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE OFFEROR ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS OFFER RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS OFFER NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from an Offeror and consider as part of the Offer, any information to correct errors or deficiencies in the Offer that are clerical or administrative, such as, without limitation, failure to sign the Offer or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Offeror has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the offer solicitation closing in circumstances where the offer solicitation expressly provides for this right. The Offeror will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Offer being declared non-responsive.
- (d) The POCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2006 (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after offer solicitation closing in circumstances where the offer solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 (2018-03-13) Phase I: Financial Offer

- (a) After the closing date and time of this offer solicitation, Canada will examine the Offer to determine whether it includes a Financial Offer and whether any Financial Offer includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the offer solicitation to be included in the Financial Offer is missing from the Financial Offer. This review will not assess whether the Financial Offer meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Offer or that the Financial Offer is missing all of the information required by the offer solicitation to be included in the Financial Offer, then the Offer will be considered non-responsive and will be given no further consideration.
- (d) For Offers other than those described in c), Canada will send a written notice to the Offeror ("Notice") identifying where the Financial Offer is missing information. An Offeror, whose Financial Offer has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Offerors shall not be entitled to submit any additional information in respect of their Financial Offer.
- (e) The Offerors who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Offeror will be entitled to remedy only that part of its Financial Offer which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Offer, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Offer, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Offeror and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Offer submitted by the Offeror will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Offeror's Offer. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Offer as is permitted above, and will be used for the remainder of the offer evaluation process.
- (h) Canada will determine whether the Financial Offer is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Offeror in accordance with this Section. If the Financial Offer is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.

- (i) Only Offers found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 (2018-03-13) Phase II: Technical Offer

- (a) Canada's review at Phase II will be limited to a review of the Technical Offer to identify any instances where the Offeror has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Offer meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the POCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the POCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Offeror (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Offer has failed to meet. An Offeror whose Offer has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Offer has been found responsive to the requirements reviewed at Phase II. Such Offeror shall not be entitled to submit any response to the CAR.
- (c) An Offeror shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Offeror's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Offeror which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Offer, the Offeror shall identify such additional changes, provided that its response must not include any change to the Financial Offer.
- (e) The Offeror's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Offer, the wording of the proposed change to that section, and the wording and location in the Offer of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Offeror must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Offeror's Offer, and failure of the Offeror to do so in accordance with this subparagraph is at the Offeror's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Offer submitted by the Offeror other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Offer as is permitted in this Section.

- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Offer, but will be considered by Canada in the evaluation of the Offer at Phase II only for the purpose of determining whether the Offer meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Offer would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Offeror in response to the CAR. If so, the Offer will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Offeror shall bind the Offeror as part of its Offer, but the Offeror's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Offer.
- (h) Canada will determine whether the Offer is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Offeror in accordance with this Section. If the Offer is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.
- (i) Only Offers found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Offer

- (a) In Phase III, Canada will complete the evaluation of all Offers found responsive to the requirements reviewed at Phase II. Offers will be assessed in accordance with the entire requirement of the offer solicitation including the technical and financial evaluation criteria.
- (b) An Offer is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 (2017-07-31) Technical Evaluation

4.1.2.1 (2017-07-31) Mandatory Technical Criteria

- (a) The mandatory technical evaluation criteria are detailed in Attachment "6", Mandatory Technical Evaluation Criteria.
- (b) The information and data submitted will be reviewed for compliance with the mandatory technical requirement identified in Attachment "6", Mandatory Technical Evaluation Criteria.
- (c) The Phased Offer Compliance Process will apply to all mandatory technical criteria.

4.1.2.2 Point-Rated Technical Criteria (maximum points: 57)

- (a) Each offer will be rated by assigning a score to the rated requirements which are identified in the Request for Standing Offers at Attachment "7", Point-Rated Non-Mandatory Technical Criteria.
- (b) The Phased Offer Compliance Process will not apply to Point-Rated Technical Criteria.

4.1.3 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Aggregated Offer Price in accordance with the pricing tables provided in Annex "C", Basis of Payment, Flat Rate Shipping Fees excluded.

Evaluation of Price - Offer

1. The price of the offer will be evaluated as follows:
 - (a) Offerors must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
2. Unless the Request for Standing Offers (RFSO) specifically requires offers to be submitted in Canadian currency, offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the RFSO closing date will be applied as a conversion factor to the offers submitted in foreign currency.
3. Canada will issue the Standing Offer on an Incoterms 2010 DDP destination basis, Applicable Taxes excluded.

4.1.4 Estimated Quantities

The estimated quantity of goods specified in Annex "C", Basis of Payment are for evaluation purposes only and in no way do they represent any commitments from Canada

4.2 Basis of Selection – Highest Combined Rating of Technical Merit and Price

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive.

1. To be declared responsive, an offer must:
 - (a) comply with all the requirements of the Request for Standing Offers; and
 - (b) meet all mandatory criteria.
2. Offers not meeting (a) or (b) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 40% for the technical merit and 60% for the price.

4. To establish the technical merit score, the overall technical score for each responsive offer will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 40%.
5. To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price and the ratio of 60%.
6. For each responsive offer, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive offer obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive offer with the highest combined rating of technical merit and price will be recommended for issuance of a standing offer.

The table below illustrates an example where all three offers are responsive and the selection of the offeror is determined by a 40/60 ratio of technical merit and price, respectively. The total available points equals 57 and the lowest evaluated price is \$45,000 (45).

		Offeror 1	Offeror 2	Offeror 3
Overall Technical Score		45/57	33/57	36/57
Evaluated Aggregated Offer Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	45/57 x 40 = 31.58	33/57 x 40 = 23.16	36/57 x 40 = 25.26
	Pricing Score	45/55 x 60 = 49.09	45/50 x 60 = 54.00	45/45 x 60 = 60.00
Combined Rating		80.67	77.16	85.26
Overall Rating		2nd	3rd	1st

Prior to issuance of the standing offer Canada may, but will have no obligation to require that the recommended offer be subject to a Data Validation Test (DVT) to validate the Drug Detector System's ability to detect and identify all substances at the concentration levels identified at Annex "A", 5.1.3, Instrument Requirement and Attachment "7", Point-Rated Non-Mandatory Technical Criteria respectively. If required, the Data Validation Test will be conducted in accordance to the Data Validation Test Procedure identified at paragraph 4.2.1.

The DVT must be conducted during normal working hours, at no cost to Canada, at a Health Canada laboratory location in Canada specified by the Standing Offer Authority. Canada will pay its own costs associated with the DVT. The Offeror is responsible for all costs to provide the tools and support and to furnish the test instrument to demonstrate the instrument's compliance.

No costs associated with data validation testing may be charged to Canada.

Despite the written offer, if Canada determines during the DVT that the Offeror's instrument does not meet the mandatory requirements of this offer solicitation, the offer will be declared non-responsive. Canada may, as a result of the DVT, reduce the score of the Offeror on any rated requirement, if the DVT indicates that the score provided to

the Offeror on the basis of its Technical Offer is not validated by the DVT. The Offeror's rated points will not be increased as a result of the DVT. If the Offeror's score is reduced, Canada will reassess which offer is the next highest-rated responsive offer and recommend that a DVT be performed on that offer. Canada will continue in this manner until the successful offer is identified.

4.2.1 Data Validation Test Procedure

The instrument's ability to detect and identify all substances at the concentration levels identified at Annex "A", 5.1.3, Instrument Requirement and Attachment "7", Point-Rated Non-Mandatory Technical Criteria may be tested prior to issuance of a standing offer.

Should Canada proceed with the DVT, the highest-rated responsive offer recommended for data validation testing will receive a written DVT notification from the Standing Offer Authority.

Only one DVT will be performed per Offer.

Upon receipt of the DVT notification, the Offeror must send the instrument that is proposed in the Offer, including accessories and hardware documentation, to the Health Canada location specified in the DVT notification within fifteen (15) calendar days of the date of the DVT notification.

Prior to performing the DVT, the Offeror must demonstrate to Canada, either in person or virtually, how to install, calibrate, use the instrument, and add substances to the library.

While the Offeror's attendance is not mandatory, the DVT will be conducted at a mutually agreed date and time by the Standing Offer Authority and the Offeror within thirty (30) days from the date the instrument is delivered for testing.

Once the DVT has begun, it will be completed within fourteen (14) days.

The Offeror will receive a copy of the test results within fifteen (15) days of completion of the DVT.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions – Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **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.

5.1.2 Additional Certifications Required with the Offer

5.1.2.1 COVID-19 Vaccination Requirement Certification – Standing Offers

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all offerors must provide with their offer, the COVID-19 Vaccination Requirement Certification attached to this RFSO at Attachment "1", COVID-19 Vaccination Requirement Certification, to be given further consideration in this procurement process. This certification is incorporated into, and forms a binding part of any resulting Contract.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer 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 Offeror 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 - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.3.1 Product Conformance

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

**Offeror's authorized
representative signature**

Date

5.3.2 Original Equipment Manufacturer (OEM) Certification

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

Solicitation No. - N° de l'invitation
21120-206637/A
Client Ref. No. - N° de réf. du client
21120-206637

Amd. No. - N° de la modif.
File No. - N° du dossier
pv890.21120-206637

Buyer ID - Id de l'acheteur
pv890
CCC No./N° CCC - FMS No./N° VME

- (b) If the hardware or equipment proposed by the Offeror originates with multiple OEMs, a separate OEM certification is required from each OEM.
- (c) For the purposes of this offer solicitation, OEM means the manufacturer of the hardware or equipment, as evidenced by the name appearing on the hardware or equipment and on all accompanying documentation.

Solicitation No. - N° de l'invitation
21120-206637/A
Client Ref. No. - N° de réf. du client
21120-206637

Amd. No. - N° de la modif.
File No. - N° du dossier
pv890.21120-206637

Buyer ID - Id de l'acheteur
pv890
CCC No./N° CCC - FMS No./N° VME

PART 6 SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Financial Capability

SACC Manual Clause [M9033T](#) (2011-05-16), Financial Capability

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

7.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

7.3.1 General Conditions

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "G", Standing Offer Usage Reporting. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

first quarter: April 1 to June 30
second quarter: July 1 to September 30
third quarter: October 1 to December 31
fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issuance to one (1) year later.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional two-year periods under the same conditions and at the rates or prices specified in the Standing Offer at Annex "C", Basis of Payment.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

7.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "B", Delivery Points.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Lisa Hennessey
Supply Specialist

Public Works and Government Services Canada
Pharmaceutical Procurement Directorate
140 O'Connor Street, 7th floor
L'Esplanade Laurier (LEL), East Tower
Ottawa, Ontario K1A 0R5

Telephone: 343-551-0058
E-mail address: Lisa.Hennessey@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative

The Offeror's Representatives are identified at Annex "D", Offeror Contact Information.

The Offeror must notify the Standing Offer Authority of any changes to this information as soon as it becomes known to the Offeror.

7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:
Correctional Service Canada.

7.7 Call-up Procedures

Call-Up Procedures are identified at Annex "F", Call-Up Procedures.

7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through PWGSC Forms Catalogue website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery

- PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
- PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:

- standing offer number;
- statement that incorporates the terms and conditions of the Standing Offer;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act; and
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

Identified Users are requested to include their e-mail address on the Call-up form.

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$750,000.00 (Applicable Taxes included).

PWGSC may, at its discretion, exceed the call-up limitations. Individual requirements exceeding this amount must be submitted to PWGSC in the form of a funded requisition (9200) for processing.

7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$2,116,000.00 per year (Applicable Taxes included) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.11 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 call up against the Standing Offer, including any annexes;
- (b) the articles of the Standing Offer;
- (c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
- (d) the supplemental general conditions:
 - i. [4001](#) (2015-04-01), Hardware Purchase, Lease and Maintenance;
 - ii. [4003](#) (2010-08-16), Licensed Software;
 - iii. [4004](#) (2013-04-15), Maintenance and Support Services for Licensed Software;
- (e) the general conditions [2010A](#) (2021-12-02), General Conditions – Goods (Medium Complexity);
- (f) Annex “A”, Requirement;
- (g) Annex “B”, Delivery Points;
- (h) Annex “C”, Basis of Payment;
- (i) Annex “D”, Offeror Contact Information;
- (j) Annex “E”, List of Products;
- (k) Annex “F”, Call-Up Procedures;
- (l) Annex “G”, Standing Offer Usage Reporting;
- (m) the Offeror's offer dated (*to be completed at standing offer issuance*)

7.12 Certifications and Additional Information

7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.12.2 COVID-19 vaccination requirement certification compliance – Standing Offers

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Offeror fails to comply with such Certification during the period of any resulting Contract (call-up).

Canada will also have the right to terminate any resulting Call-up for default if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Contractor fails to comply with such Certification during the period of the Contract (call-up).

7.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

7.14 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010A](#) (2021-12-02), General Conditions - Goods (medium complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of the 2010A (2021-12-02), General Conditions – Goods (Medium Complexity) will not apply to payments made by credit cards.

The [2010A](#) (2021-12-02), General Conditions - Goods (Medium Complexity) is appended with Section 32 - Intellectual Property Infringement and Royalties, as follows:

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to [Department of Justice Act](#), R.S. 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

7.2.2 Supplemental General Conditions

[4001](#) (2015-04-01), Hardware Purchase, Lease and Maintenance,
[4003](#) (2010-08-16), Licensed Software, and
[4004](#) (2013-04-15), Maintenance and Support Services for Licensed Software,

apply to and form part of the Contract.

7.2.2.1 Installation, Integration and Configuration

Article 05 of the 4001 (2015-04-01) Hardware Purchase, Lease and Maintenance supplemental conditions will not apply.

7.2.2.2 Return-to-Depot Maintenance Service

Article 26, paragraph 2, of the 4001 (2015-04-01) Hardware Purchase, Lease and Maintenance supplemental conditions is modified as follows:

For Return-to-Depot Maintenance Service, during the PPM throughout the Hardware Maintenance Period, CSC will ship the Hardware to the Contractor at their own expense. Upon receipt of the Hardware, the Contractor must notify the Project Authority identified in the Call-up of when the Hardware was received and the estimated duration of the repair. Within six (6) working days of the Contractor receiving the Hardware, the Contractor must restore the Hardware to Fully Functional Operation and return it to Canada at the location where it was in use at the time the problem occurred, or must deliver a replacement that meets the requirements of the Contract at no cost to Canada.

7.2.2.3 Principal Period of Maintenance

The Principal Period of Maintenance (PPM) is defined as eight (8) hours each day from 8 a.m. to 4 p.m, local to the delivery points identified at Annex "B", Delivery Points, Monday to Friday, not including statutory holidays observed by Canada.

7.2.2.4 Web Site Support

(to be completed at standing offer issuance)

The address for web site support is: _____

7.2.2.5 Technical Support

(to be completed at standing offer issuance)

The contact information for technical support is:

Telephone: _____

Email: _____

7.3 Term of Contract

7.3.1 Period of the Contract

For goods the period of the Contract is from date of acceptance to one year inclusive.

For services the period of Work is to be performed during start and end dates specified in the Contract.

7.3.2 Delivery Date

(to be completed at standing offer issuance)

For stocked items, delivery must be made within _____ (weeks/days) from receipt of a Call-up against the Standing Offer.

For non-stocked items, delivery must be made within ____ (weeks/days) from receipt of the Call-up against the Standing Offer or at a delivery date acceptable to the Project Authority.

Deliveries must be made on business days within the regular working hours for the destination.

7.4 Payment

7.4.1 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price. Customs duties are included and Applicable Taxes are extra.

7.4.1.1 Single Payment

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

7.4.1.2 Basis of Payment - Extended Warranties

Canada will pay the Contractor a firm price in advance as specified in Annex "C", Basis of Payment. Customs duties are included and Applicable Taxes are extra.

7.4.1.2.1 Advance Payment

[H3028C](#) (2010-01-11), Advance Payment

7.4.2 SACC Manual Clauses

[C2000C](#) (2007-11-30), Taxes – Foreign-based Contractor

[C6000C](#) (2017-08-17), Limitation of Price

7.4.3 Electronic Payment of Invoices – Call-up

(to be completed at standing offer issuance)

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

7.5 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) One (1) copy must be forwarded to the Project Authority identified on the Call-up for certification and payment.
 - (b) One (1) copy must be forwarded to the consignee.

7.6 Insurance Requirements

[G1005C](#) (2016-01-28), Insurance – No Specific Requirement

7.7 SACC Manual Clauses

[A9065C](#) (2006-06-16), Identification Badge

[A9068C](#) (2010-01-11), Government Site Regulations

[B1006C](#) (2014-06-26), Condition of Material

[B1501C](#) (2018-06-21), Electrical Equipment

[B7500C](#) (2006-06-16), Excess Goods

[B9028C](#) (2007-05-25), Access to Facilities and Equipment

[D9002C](#) (2007-11-30), Incomplete Assemblies

7.8 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](#)".

7.9 Shipping Instructions – Delivery at Destination

The goods must be consigned to the destination specified in the Contract and delivered Delivered Duty Paid (DDP) to the destination specified in the contract Incoterms 2010 for shipments from a commercial contractor.

7.10 Compliance with on-site measures, standing offers, 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.

7.11 Suspension of the work

1. 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) 23 or 24 of general conditions 2010A.
2. 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.
3. 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.

ANNEX "A"

REQUIREMENT

Benchtop Drug Detectors for Correctional Service Canada (CSC)

1.0 Objective

Correctional Service Canada (CSC) has a requirement to establish a National Individual Standing Offer (NISO) for the supply and delivery of benchtop Drug Detector Systems, training, and maintenance to CSC on an as and when required basis.

CSC intends to use the training received through this standing offer to develop a national training program so that the department can provide customized training to the operators of the equipment themselves.

2.0 Scope of Requirement

On and as and when required basis, the Offeror will provide:

- (a) A Drug Detector System that must use a non-radioactive ionization source and must be based on Ion Mobility Spectrometry (IMS) for analysis of samples;
- (b) Consumables;
- (c) Carry Case
- (d) Operator Virtual Training, Operator Trainer training; Preventative Maintenance Training; and Custom Library Maintenance Training.
- (e) Maintenance and Support Services;
- (f) Removal and Disposal of Old Equipment

3.0 Deliverables – Goods

The Offeror must provide the following deliverables on an as and when required basis and in accordance with the mandatory technical specifications detailed at Annex "A", 5.0, Mandatory Technical Requirements and the pricing tables at Annex "C", Basis of Payment.

3.1 Drug Detector System

The benchtop Drug Detector System includes:

- (a) the IMS instrument;
- (b) all of the parts and components included at Annex "E", List of Products;
- (c) all software required to use the full functionality of the equipment including software that allows for data collection and analysis;
- (d) a one-year supply of consumable goods based on 100 samples analysed per day, 24 hours usage per day, 7 days per week and 52 weeks per year;

- (e) all preventative maintenance inspections as per the manufacturer's recommended annual schedule for one year and must include a minimum of one preventative maintenance inspection. The preventative maintenance inspection must include all tasks and procedures as recommended by the manufacturer and including cleaning, lubrication, calibration and adjustments;
- (f) all accessories such as cables and power cords necessary for the full functionality of the instrument; and
- (g) user documentation.

3.2 User Documentation

In addition to the documentation requirements of the 4001 and 4003 Supplemental Conditions the Offeror must supply one (1) copy of maintenance documentation with each benchtop drug detector system in both soft and hard copy.

All documentation must be provided in English and French.

3.3 Consumable Goods

The consumable goods includes the goods required to:

- (a) operate the IMS instrument, sampling swab, and wand
- (b) test samples; and
- (c) perform daily routine maintenance,

for a period of one year based on 100 samples analysed per day, 24 hours usage per day, 7 days per week and 52 weeks per year.

The consumable goods includes all of the parts and components identified at Annex "E", List of Products, Table E-2: List of Consumable Products.

All consumables provided through this standing offer must conform to the hardware manufacturer's instructions to consumers or the hardware manufacturer's specifications.

3.4 Training and Reference Materials

CSC is developing a National Training Program to train their operators and to establish policies, directives and procedures for the operation of the Drug Detector System. This program, including its training materials and documents, will be made available to CSC Client Users only and will not be made publicly available. The term "Client User" refers to the Identified User and other individuals authorized by CSC to perform services in relation to the business and affairs of the CSC, including public servants from other departments and contractors or consultants performing work for CSC from time to time.

CSC may incorporate portions or all of the Offeror's training and reference materials for the Operator Trainer Training and Maintenance Training courses into CSC's in-house training and internal policies for better understanding and linkage between the operation of the Drug Detector System Instrument and CSC's roles and responsibilities.

In support of this program, the Offeror must provide an electronic copy of all written and audiovisual materials including reference materials such as operating manuals, training manuals, maintenance manuals with manufacturer requirements and technical specification sheets to the Project Authority. Maintenance manuals provided must define which preventative maintenance is required to be done by trained maintenance teams in comparison to the maintenance to be done by the regular operators on a predetermined basis (daily, etc.).

All files must be delivered:

- (a) in a format compatible with Windows 10 and come in a standard format such as .pdf, MS Word, and MS PowerPoint. If video clips are used in any course, the delivered video must be in .mp4 format; and
- (b) in separate English and French packages.

Canada acknowledges that the Offeror is not responsible for any technical errors or other problems that may arise as a result of the National Training Program.

Within thirty (30) days of standing offer issuance, the Offeror must provide all training materials to:

(to be completed at standing offer issuance)

Name:
Title:

Address:
Telephone:
Email:

4.0 Deliverables - Services

The Offeror must provide the following on an as and when required basis and in accordance with the pricing tables at Annex "C", Basis of Payment.

4.1 Removal and Disposal of Old Equipment

The Offeror must dispose of the existing Smith Detection 400B Ion Scanner.

The 400B units can be disposed of as a regular electronics disposal; however, the radioactive source must be removed and disposed as per Canada Nuclear Safety Commission regulations. Furthermore, the radioactive source must be removed and disposed of as required by the Offeror's local Nuclear regulations.

The Offeror must send the Project Authority identified in the call-up all of the packaging materials required to send the instrument to the Offeror including box, packing materials, and shipping label.

Canada will pack the instrument and send it to the Offeror at its own expense.

4.2 Training

The Offeror must provide the following :

- Operator Virtual Training;
 - Operator Trainer Training;
 - Maintenance Training; and
 - Custom Library Maintenance Training.
1. All training must:
 - (a) be available within thirty (30) days of date of issuance of the standing offer;
 - (b) at a minimum include course goals, agenda with topics, durations for each agenda item, and any related e-materials including instructional images and video clips;
 - (c) be delivered in the method identified in the call-up; and
 - (d) occur within the timeframe specified in the call-up.
 2. Unless otherwise specified in the standing offer, each of the training methods are defined as follows:
 - (a) On-site Training
 - i. All costs associated with on-site training must be included in the price.
 - ii. The Offeror must bring and install an IMS instrument for hands-on training as well as any other material needed to perform the training including consumables and training samples, their laptop, and a projector, if it is required. If other equipment is required to present the course the Offeror must identify them to the Project Authority at time of call-up.
 - iii. On-Site Training will occur at one or more of locations listed in Annex "B", Table B-2: Delivery Points for On-Site Training.
 - iv. The Project Authority will schedule and confirm the location of each on-site training session with the Offeror at time of call-up.
 - (b) Virtual Training
 - i. Virtual training is instructor-led training delivered via virtual conference using either MS Teams, Zoom, or WebEx.
 - ii. For hands-on training, the Offeror must provide the Project Authority with the required consumables and training samples.

4.2.1 Operator Virtual Training

The Offeror must deliver an Operator Virtual Training course for operators which ensures that they have the minimum competencies in all aspects of the operation of the system.

1. Training must be for a minimum of six (6) hours in duration.
2. Each training session will have a maximum of twelve (12) attendees.

3. The Offeror must provide training sessions in English or French, as per the call-up.
4. Upon completion of the course the student must:
 - (a) at a minimum, have the following competencies:
 - i. power-up procedures;
 - ii. basic operation of the equipment;
 - iii. daily test procedures;
 - iv. shutdown procedures;
 - v. fault reset procedures;
 - vi. daily cleaning and check routines to keep equipment at peak operational standards;
 - vii. ability to interpret and understand the results following a sample analysis; and
 - viii. be provided a certificate indicating completion of the course.

4.2.2 Operator Trainer Training

The objective of the Operator Trainer Training course is to convey expert knowledge and in-depth competency in all aspects of the operation of the Benchtop Drug Detector System and interpretation of analyses results to the course students.

Following the completion of this training, the attendees would be considered subject-matter experts and be able to fully train and provide guidance to other operators on the Benchtop Drug Detector System. These attendees will gain comprehensive knowledge of all its strengths and limitations as well as the necessary skills to provide assistance to other operators.

1. Training must be for a minimum of two (2) days.
2. Each training session will have a maximum of twelve (12) attendees.
3. The Offeror must provide training sessions in English or French as per the call-up.
4. The Offeror must provide on-site or virtual training sessions, as per the call-up.
5. The course must, at a minimum, include:
 - (a) hands-on instruction; and
 - (b) a copy of the training materials in both hard copy and .pdf formats to be retained by each student.
6. Upon completion of the course, the student(s) will:
 - (a) be considered subject-matter experts in the following topics:
 - i. Power-Up Procedures;

- ii. Advanced Operation of the Equipment;
- iii. Daily Maintenance and Troubleshooting Procedures;
- iv. Shutdown Procedures;
- v. Fault Reset Procedures;
- vi. Regular Maintenance Procedures (e.g., daily and weekly maintenance requirements); and
- vii. Knowledge of all relevant accessories and components of the IMS instrument.
- viii. Comprehensive interpretation of results; and
- ix. Basic knowledge of spectrometry.

(b) gain comprehensive knowledge of all its strengths and limitations as well as the necessary skills to provide assistance to other operators; and

(c) be able to fully train and provide guidance to other operators on the IMS instrument.

4.2.3 Maintenance Training

The objective of the Maintenance Training course is to convey knowledge and competency to individuals responsible for first-line preventative maintenance of the equipment.

1. Training must be for a minimum of three (3) days..
2. Each training sessions will have a maximum of twelve (12) attendees.
3. The Offeror must provide training sessions in English or French as per the call-up.
4. The Offer must provide on-site or virtual training as per the call-up.
5. The Offeror may be requested to provide either on-site classroom training or online virtual training in English or French as requested with hands-on access to equipment.
6. Upon completion of the course, the trainer will assess each student with a test to confirm that the student is able to perform routine maintenance in accordance with the manufacturer's recommended maintenance.

4.2.4 Custom Library Maintenance Training

The objective of this Custom Library Maintenance Training is to convey knowledge and competency on how to create a custom library using specialized software in conjunction with the Ion Mobility Scanner instrument, without the offeror's intervention. This training will be reserved for individuals with pre-existing experience and knowledge in laboratory Ion Mobility Scanner instrumentation, data interpretation for Liquid Chromatograph Mass

Spectrometer (LCMS) / Atmospheric Pressure Chemical Ionization Mass Spectrometer (APCI-MS), and trace analysis.

Upon completion of the Custom Library Maintenance Training, the student(s) will be able to create, test and validate target files for subsequent addition of new drugs to the IMS instrument.

This course must be led by an instructor either virtually or on-site and must be offered in English.

1. Training must be for a minimum of two (2) days.
2. The Offeror must provide training sessions in English or French as per the call-up.
3. The Offeror must provide on-site or virtual training as per the call-up.
4. On-site training will occur at one of the Health Canada locations listed in Annex "B", Table B-3: Delivery Points for Custom Library Maintenance Training.
5. The Project Authority will schedule and confirm the location of each on-site training session with the Offeror at time of call-up.

4.3 Extended Warranty

Extended Warranties will be pro-rated to expire on March 31st. Therefore, the Offeror must allow the Project Authority to purchase the extended warranty on a per month basis to bridge the period between the anniversary of acceptance of the system and March 31st.

Unless otherwise stated, the extended warranty must be in accordance with the supplemental conditions identified at Part B, Resulting Contract Clauses, 7.2.2.

Each extended warranty period must include all preventative maintenance inspections as recommended by the manufacturer's schedule and must include a minimum of one preventative maintenance inspection per year. The preventative maintenance inspection must include all tasks and procedures as recommended by the manufacturer and including cleaning, lubrication, calibration and adjustments;

All repairs and service must be provided by a manufacturer certified technical representative.

CSC will be responsible for all recommended daily maintenance procedures in accordance with the training received during the Maintenance Training.

4.4 Hardware and Software Maintenance

All service support must be performed by manufacturer trained service personnel provided by the Offeror.

4.4.1 Preservation of System Settings

Prior to diagnosing hardware problems the Offeror must make a backup of all settings customizable by the operator. Resolution of a problem must include restoring the customized operator settings.

If the severity of the malfunction is such that the custom operator settings cannot be backed up and restored the Offeror must inform the Project Authority and the Project Authority will be responsible for restoring the customized operating settings after the instrument has been repaired.

4.4.2 Analogue Library Updates

If Health Canada confirms the presence of new analogues then Health Canada may provide the new analogues for addition to the CSC custom library.

The Offeror must upon request update the IMS instrument's algorithm to include new library additions and prevent overlapping results and false positives.

The library additions provided by CSC and the updated algorithm supplied by the Offeror must be transmitted electronically via epost connect or an alternate secured method to be agreed upon by all parties.

If Offeror confirms that the algorithm cannot be updated to include the new library addition then the Offeror must inform the Project Authority immediately. Otherwise, the Offeror must provide the updated algorithm and instructions on how to apply the update to the Project Authority within three (3) months of the request.

CSC will be responsible for installing the update on all drug detector systems purchased through this standing offer.

4.4.3 Software Updates

In addition to the maintenance release requirements of the 4004 Supplemental Conditions the Offeror must provide all updates to the person identified below:

(to be completed at standing offer issuance)

Name:

Title:

Address:

Telephone No.:

Email Address:

5.0 Mandatory Technical Requirements

The goods must work and operate at all times in accordance with the following mandatory technical requirements.

5.1 Drug Detector System

5.1.1 General Requirements

The Drug Detector System must:

1. be a benchtop model;
2. be a non-radiation ionization source based on drift tube Ion Mobility Spectrometry (IMS);
3. operate at atmospheric pressure;
4. detect drugs from a sample;
5. support the identification of drug substances in bulk samples;
6. allow designated and appropriately trained personnel to update the library; and
7. include a minimum of one IMS drift tube.

5.1.2 Sample Collection Requirements

1. The IMS instrument's sample collection method must use a sampling swab.
2. The IMS instrument must be capable of sampling with and without the use of a solvent.
3. The IMS instrument must allow the operator to take a sample from the surface by hand and by wand.
4. The IMS instrument's sampling swabs must:
 - (a) be disposable;
 - (b) be non-metallic;
 - (c) collect trace particles of drugs from a surface without damaging the surface;
 - (d) be capable of collecting samples from a variety of sampling surface materials including the following:
 - i. plastic;
 - ii. vinyl;
 - iii. glass;
 - iv. wood;

- v. cardboard;
 - vi. textile fabrics;
 - vii. leather;
 - viii. paper;
 - ix. steel; and
 - x. painted products.
5. The IMS instrument must analyze the collected samples directly without any sample preparation or treatment required.
 6. The IMS instrument must start analysis automatically after introduction of the sampling swab without the intervention of the operator.

5.1.3 Instrument Requirement

1. The IMS instrument must be ready to use and operational within 30 minutes from a cold start (i.e. starting the machine after it has been shut down and cooled to room temperature completely).
2. The total analysis time of the IMS instrument must be less than 15 seconds, from the time the sample swab is introduced into the instrument to the time the result is displayed.
3. The IMS instrument must have a recovery time (i.e. be ready for analysis) after a negative result of less than 30 seconds.
4. The recovery time for the IMS instrument to be ready for analysis after a positive alarm, at five times the Minimum Detection Limit (MDL), must be less than 60 seconds.

The MDL is defined as the minimum amount of substance in a solution deposited onto a 1 cm² sampling area that generates nine correct alarms out of twelve analyses.

5. At a minimum, the following critical operating parameters must be automatically monitored:
 - (a) Operating temperatures (e.g., drift tube(s), desorber);
 - (b) Pressure inside the drift tube(s);
 - (c) Calibrant (e.g. drift time, amplitude);
 - (d) Drift and sample flows;
 - (e) Status of drying agent; and
 - (f) Voltages or electric fields of drift tube(s)

6. The IMS instrument must operate on ambient air, with no requirement for bottled gases.
7. The IMS instrument's calibrants, dopants, reactants, parts controlling humidity (e.g. air purification materials) and hardware (including the ion mobility drift tube) must last a minimum of one year without replacement, under normal operational usage.

Normal usage is defined as 24 hours/7 days a week operation with 100 samples per day.

8. The IMS instrument's consumables' (e.g. sampling swabs, verification substances, calibrant, dopant, reactant, etc.) storage must not require the use of refrigeration or fume hood.
9. The IMS instrument's verification substances must be provided in a self-contained format (i.e. no syringe-sampling or open-bottled solution required) in order to avoid contamination.
10. The IMS instrument must prompt the operator to perform a verification after every login.
11. The IMS instrument must, at a minimum, maintain its calibration for a four-hour period.
12. The IMS instrument must support the functionality for operators to perform verification on demand.
13. The IMS instrument must indicate to the operator whenever a verification is required.
14. The IMS instrument must indicate to the operator with an on-screen indicator when the instrument is not ready for analysis and when the instrument requires maintenance.
15. The IMS instrument must produce all of the following Minimum Detection Limits (MDL), with solutions of each substance directly deposited onto the sampling swab and analyzed by the instrument.

Detection limits must be achievable for all of the following listed substances:

Item #	Substance	Mandatory MDL (ng)
1	3 Methyl fentanyl;	15
2	Acetyl fentanyl;	5
3	Amphetamine;	10
4	Buprenorphine;	10
5	Butyryl fentanyl;	10
6	Carfentanil;	20
7	Cocaine;	4
8	Fentanyl;	4
9	Furanyl fentanyl;	10
10	Heroin;	10

11	Ketamine;	4
12	LSD;	25
13	MDEA;	20
14	MDMA;	10
15	Methamphetamine;	4
16	Morphine;	20
17	Naloxone;	10
18	Oxycodone;	20
19	THC;	20
20	U-47700;	10
21	U-48800;	15

16. In addition to the substances listed at paragraph 15 above, the IMS instrument must be programmable to detect and correctly identify a minimum of ten additional substances.
17. The IMS instrument must allow for the expansion of the digital library by a Government of Canada drug analysis laboratory to include substances of their own choosing to the IMS instrument without the Offeror's intervention.
18. The IMS instrument must allow the operator to set Action Level thresholds higher than the Minimum Detection Level (MDL) by at least 10 ng for each drug substance.
19. The IMS instrument must allow the operator to set the following 3 levels of Action Level thresholds for each drug substance:
 - (a) Highest sensitivity mode, alarm thresholds set to IMS MDL as required in paragraph 16 above;
 - (b) Inmates mode – alarm thresholds adjusted higher than MDL; and
 - (c) Visitors and Bulk mode – alarm thresholds adjusted further to make the system even less sensitive than inmate mode
20. The IMS instrument must include a sampling wand for proper manipulation of the swab when collecting a sample.
21. The IMS instrument must provide plasmagram data for analog review.

5.1.4 Physical and Environment Requirements

1. The IMS instrument must operate in a temperature range from -10°C to 30°C or better.
2. The IMS instrument must operate in a humidity range from 5% to 95% (non-condensing) or better.
3. The IMS instrument must operate at 120 volt AC, 50-60 Hz.
4. The IMS instrument must not weigh more than 26 kg.

5. The size of the IMS instrument must not exceed 60 cm x 50 cm x 50 cm (height x width x depth).

5.1.5 Carry Case

The carry case must be suitable for damage-free shipping of the IMS instrument.

5.1.6 Computer System

1. The IMS instrument must employ a minimum of two user levels of instrument access with increasing degrees of privileges, e.g., Operator and Supervisor/Administrator.

For example, normal operators should not be allowed to delete results or make changes to the library.

2. The IMS instrument must support the granting of 'Administrator' rights to the instrument data records.

For example, Administrators must have the rights to assign varying levels of access to other end users.

3. The operating parameters of the IMS instrument must be accessible through the instrument software with password control, without requiring the use of an external computer.
4. The graphical user interface (GUI) of the IMS instrument must be available in English and in French.
5. The IMS instrument must provide an audio and a visual alarm for a positive detection and the identified substance(s) must be displayed.
6. The IMS instrument must allow Administrators to select the display preference of the results for all user levels.

The result display preference refers to the indication of alarm strengths (numeric and graphic display of signal intensity), the ion mobility spectrum and details of the results.

7. The IMS instrument must deliver, enable and support the functionality to save all data files (samples, verification) on the IMS instrument on-board computer system.

Data storage capacity must be able to store a minimum of 10,000 samples.

8. The IMS instrument's on-board computer system must be networkable using an Ethernet port with IP V4/V6 compatibility.
9. If the IMS instrument has a Wi-Fi interface the operator must be able to disable it.
10. When the maximum capacity of the file storage area is approached (10,000 samples), the IMS instrument must display a corresponding status message, and remain functional and have a method where new data replaces the older data.
11. The IMS instrument must provide the functionality for administrators to perform all of the following:

- (a) save and download existing data files; and
 - (b) delete existing files off of the IMS instrument
12. The IMS instrument must save data files in a format which includes all of the operating parameters at the time the sample was analyzed and individual ion mobility spectra.
13. The IMS instrument must include data analysis software that can provide a visual/graphic breakdown of all analyses completed, including at a minimum:
- (a) top substances detected
 - (b) machine ID
 - (c) as well as detailed information on specific analyses, including at a minimum:
 - i. individual ion mobility spectra
 - ii. results
 - iii. time the sample was analyzed
14. The data analysis software must be compatible with Windows 10 Operating System and later.
15. The IMS instrument must communicate with an external computer for tasks including data transfer via USB 2.0 high-speed bidirectional communication or via Ethernet network connection IP V4/V6.
16. The IMS instrument must allow operators full access to save, archive, and organize the data using the data analysis software when connected directly to the IMS instrument and when connected to the IMS instrument over a network connection.
17. The IMS instrument must deliver analytical results in a text-based "CSV" or "XML" format.
18. The IMS instrument must operate on a Windows 10 Operating System or later.
19. The IMS instrument must allow connection to an external USB printer.

ANNEX “B” DELIVERY POINTS

Table B-1: Delivery Points for Goods

Atlantic Region		
New Brunswick	Atlantic Institution 13175 Route 8 PO Box 102 Renous New Brunswick E9E 2E1	Dorchester Penitentiary 4902 Main Street Dorchester New Brunswick E4K 2Y9
	Regional Headquarters – Atlantic 1045 Main Street 2nd Floor Moncton New Brunswick E1C 1H1	Shepody Healing Centre (Multi) 4902 Main Street Dorchester New Brunswick E4K 2Y9
Nova Scotia	Nova Institution for Women (Multi) 180 James Street Truro Nova Scotia B2N 6R8	Springhill Institution 330 McGee Street Springhill Nova Scotia B0M 1X0
Ontario Region		
Bath Institution (Med) 5775 Bath Rd. PO Box 1500 Bath Ontario K0H 1G0	Beaver Creek Institution (Min) 2000 Beaver Creek Drive P.O. Box 5000 (Med) PO Box 1240 (Min) Gravenhurst Ontario P1P 1W9	Collins Bay Institution 1455 Bath Road PO Box 190 (Max/Med) PO Box 7500 (Min) Kingston Ontario K7L 4V9
Grand Valley Institution for Women (Multi) 1575 Homer Watson Blvd. Kitchener Ontario N2P 2C5	Joyceville Institution (Med) Highway 15, PO Box 880 (Med) No. 3766, PO Box 4510 (Min) Kingston Ontario K7L 4X9	Millhaven Institution (Max) Highway 33, PO Box 280 Bath Ontario K0H 1G0
Regional Headquarters - Ontario 443 Union Street PO Box 1174 Kingston Ontario K7L 4Y8	Warkworth Institution (Med) County Road #29, PO Box 760 Campbellford Ontario K0L 1L0	

Quebec Region		
Archambault Institution (Med) 242 Montée Gagnon Sainte-Anne-des-Plaines Quebec J0N 1H0	Archambault Institution (Min) 244 Montée Gagnon Sainte-Anne-des-Plaines Quebec J0N 1H0	Cowansville Institution (Med) 400 Fordyce Avenue Cowansville Quebec J2K 3N7
Donnacona Institution (Max) 1537 Highway 138 Donnacona, Quebec G3M 1C9	Drummond Institution (Med) 2025 Jean-de-Brébeuf Blvd. Drummondville Quebec J2B 7Z6	Federal Training Centre (Min) 600 Montée Saint-François Laval Quebec H7C 1S5
Federal Training Centre (Multi) 6099 Lévesque Boulevard east Laval, Quebec H7C 1P1	Joliette Institution (Multi) 400 Marsolais Street Joliette Quebec J6E 8V4	La Macaza Institution (Med) 321 Chemin de l'Aéroport La Macaza Quebec J0T 1R0
Port-Cartier Institution (Max) Chemin de l'Aéroport PO Box 7070 Port-Cartier, Quebec G5B 2W2	Regional Reception Centre (Multi) 246 Montée Gagnon Sainte-Anne-des-Plaines Quebec J0N 1H0	Regional Headquarters – Quebec 4 Place Laval, Suite 400 Lava, Quebec H7N 5Y3
Prairie Region		
Alberta	Bowden Institution and Annex (Med/Min) Highway #2, PO Box 6000 Innisfail Alberta T4G 1V1	Drumheller Institution (Med/Min) Highway #9, PO Box 3000 Drumheller Alberta T0J 0Y0
	Edmonton Institution (Max) 21611 Meridian Street Edmonton Alberta T5Y 6E7	Edmonton Institution for Women (Multi -level) 11151-178th Street Edmonton Alberta T5S 2H9
	Grande Cache Institution (Med/Min) Hoppe Avenue, Bag 4000 Grande Cache Alberta T0E 0Y0	Grierson Institution (Min) 9530 – 101 st Avenue, (Basement) Edmonton Alberta T5H 0B3

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	Pê Sâkâstêw Centre (Min) Highway #2A, P.O. Box 1500 Mâskwâcîs Alberta T0C 1N0	
Saskatchewan	Okimaw Ohci Healing Lodge PO Box 1929 Maple Creek Saskatchewan S0N 1N0	Regional Psychiatric Centre (Multi-level) 2520 Central Avenue North, PO Box 9243 Saskatoon Saskatchewan S7K 3X5
	Regional Headquarters - Prairies 3427 Faithfull Avenue Saskatoon SK S7K 8H6	
	Saskatchewan Penitentiary (Max/Med) 15th Street West, PO Box 160 Prince Albert, Saskatchewan S6V 5R6	Stony Mountain Institution Highway #7 PO Box 4500 (Med) Highway #7 PO Box 72 (Min) Winnipeg, Manitoba R3C 3W8
	Willow Cree Healing Centre (Min) PO Box 520 Duck Lake, Saskatchewan S0K 1J0	
Pacific Region		
Fraser Valley Institution (Multi) 33344 King Road Abbotsford, British Columbia V2S 6J5	Kent Institution (Max) 4732 Cemetery Road PO Box 1500 Agassiz British Columbia V0M 1A0	Kwikwêxwelhp Healing Village (Min) PO Box 110 16255 Morris Valley Road Harrison Mills British Columbia V0M 1L0
Matsqui Institution (Med) 33344 King Road PO Box 2500 Abbotsford British Columbia V2S 4P3	Mission Institution (Med) 8751 Stave Lake Street PO Box 60 Mission British Columbia V2V 4L8	Mission Institution (Min) 33737 Dewdney Trunk Road PO Box 50 Mission British Columbia V2V 4L8

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Mountain Institution (Med) 4732 Cemetery Road PO Box 1600 Agassiz British Columbia V0M 1A0	Pacific Institution / Regional Treatment Centre (Multi) 33344 King Road PO Box 3000 Abbotsford British Columbia V2S 4P4	Regional Headquarters – Pacific PO Box 4500 100-33991 Gladys Avenue Abbotsford British Columbia V2S 2E8
William Head Institution (Min) 6000 William Head Road Victoria British Columbia V9C 0B5		

Table B-2: Delivery Points for On-Site Training

Atlantic Region Correctional Learning and Development Centre 777 Main Street, 2 nd Floor Moncton New Brunswick E1C 1E9
Quebec Region Correctional Learning and Development Centre 5500 Lévesque Boulevard East Laval Quebec H7C 1N7
The Canada Border Services Agency College Main Campus 475 Chemin de la Grande-Ligne Rigaud Quebec J0P 1P0
Ontario Region Correctional Learning and Development Centre 443 Union Street West Kingston Ontario K7L 4V8
National Headquarters 340 Laurier Avenue West Ottawa Ontario K1A 0P9
Prairie Region Correctional Learning and Development Centre 2309 Hanselman Place Saskatoon Saskatchewan S7K 3X5
Pacific Region Correctional Learning and Development Centre 103 – 30585B Progressive Way Abbotsford British Columbia V2T 6W3

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Table B-3: Delivery Points for Custom Library Maintenance Training

Drug Analysis Service Laboratory - Vancouver 3155 Willingdon Green Burnaby, British Columbia V5G 4P2
Drug Analysis Service Laboratory - Toronto 2301 Midland Avenue Scarborough, Ontario M1P 4R7
Drug Analysis Service Laboratory - Montréal 1001 Saint-Laurent Street West Longueuil, Quebec J4K 1C7

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ANNEX “C”
BASIS OF PAYMENT

This page is a place holder for the Basis of Payment
(to be completed at standing offer issuance)

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**ANNEX “D”
OFFEROR CONTACT INFORMATION**

(to be completed by the Offeror)

Region	Contact Name	Telephone Number	Fax Number	E-mail Address
Atlantic	Sales			
	General Inquiry			
	Delivery Follow-up			
Ontario	Sales			
	General Inquiry			
	Delivery Follow-up			
National Capital Region	Sales			
	General Inquiry			
	Delivery Follow-up			
Quebec	Sales			
	General Inquiry			
	Delivery Follow-up			
Prairie	Sales			
	General Inquiry			
	Delivery Follow-up			
Pacific	Sales			
	General Inquiry			
	Delivery Follow-up			

ANNEX “E” LIST OF PRODUCTS

(to be completed by the offeror)

Table E-1: List of Products for the Drug Detector System

Product Name	Model/Part Number	Name of Manufacturer	Point of Manufacture and Shipping	Offeror's Part No.

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Table E-2: List of Consumable Products

Product Name	Product Description	Model/Part Number	Name of Manufacturer	Point of Manufacture and Shipping	Offeror's Part No.

ANNEX “F” CALL-UP PROCEDURES

1.0 Authorized Goods and Services

This standing offer is intended for the supply of Ion Scanners, Training, Consumables, Disposal of Old Ion Scanners, Catalogue Library Updates, and Extended Warranties. The authorized goods and services including training are listed at 0, Basis of Payment.

No costs incurred before the receipt of a signed Call-up or equivalent document can be charged to this Standing Offer.

2.0 Placing a Call-Up

- 2.1 Authorized Call-ups against this Standing Offer must be made using duly completed forms identified in the Standing Offer and Resulting Contract Clauses, Part A, Standing Offer, 8, Call-Up Instrument, by methods such as facsimile, electronic mail or any other method deemed acceptable by both the Identified User and the Offeror.
- 2.2 Goods are requested by telephone, facsimile, or e-mail should be followed up by issuing a call-up or equivalent document no later than the next day. These call-ups are acceptance of the Offer, constituting a contract, for the goods and services described in the Call-Up document.
- 2.3 Any modifications to the original call-up must be supported by the issuance of a subsequent form in accordance with the Standing Offer terms and conditions in effect at the time of call-up.
- 2.4 If by error or omission the Identified User fails to apply the correct price to an item, it is the responsibility of the Offeror to notify the Identified User of the error prior to delivery.
- 2.5 Call-ups paid for by Acquisition Cards as an alternative to other payment methods identified in the Standing Offer must be made as specified above.

3.0 Offeror's Contact Information

The Offeror's Contact Information is detailed at **Error! Reference source not found.**, REF _Ref88477682 \h Offeror Contact Information.

4.0 Receipt of Call-Up

Upon receipt of a Call-Up, the Offeror must provide the Authorized user with the best available pricing, including any further price reductions as a result of special offering due to volume discounts, year-end or surplus manufacturing runs, special job lots, sales, clearances or promotions.

ANNEX “G” STANDING OFFER USAGE REPORTING

1.0 Collection of Data

The Offeror must at a minimum collect the following information for each call-up received:

- Standing Offer Number;
- Call-Up Number – this is a number unique to each call-up and can be found on the call-up form, call-up numbers must not duplicate over the period of the standing offer. User names or Credit Card numbers are not an acceptable call-up number;
- Call-up Amendment Number – for any item that was added, deleted, or changed after receipt of initial call-up, if applicable. Offeror's must obtain a Call-up Amendment Number from Project Authority, or if preferred, identify the amendment numbers by adding an incrementing number to the end of the call-up number; for example 4532EC90-000, 4532EC90-001, where 4532EC90 is the call-up number reported;
- Method of Order (telephone, fax, etc.)
- Offeror Order Number;
- Ordering Institution;
- Date Ordered;
- Date Shipped for each item in the Call-up;
- Delivery Date for each item in the Call-up;
- Delivery Address;
- Shipping Documentation (transportation bills of lading, etc);
- Date Invoiced;
- Date Paid;
- Method of Payment (Acquisition Card, etc);
- Manufacturer's Part Number for each item in Call-up;
- Standing Offer Part Number for each item in Call-up;
- Item Description;
- Unit of Issue (eg., kit, box, case);
- Quantity (# of individual units in Unit of Issue);
- Price

2.0 Reporting Form

Below is the sample of the reporting form. The electronic template for this form will be provided to the Offeror by the Standing Offer Authority at NISO issuance.

Should PWGSC find it necessary to modify these forms, the new version will be distributed to the Offeror by the Standing Offer Authority for immediate implementation.

STANDARD REPORTING FORM NATIONAL INDIVIDUAL STANDING OFFER (21120-206637) Ion Scanner												
Standing Offer Number		Total reported this Quarter		Note								
Company Name		Total reported to Date			• "The total reported to Date" and Total reported field must contain the value of all transactions on your NISO since NISO issuance.							
Quarter					• All transactions on your NISO are subject to audit. • Quarterly reports are MANDATORY and must be submitted electronically in this format. • Reports are due the 15th day of the month following the reporting period							
NOTE: All data must be provided at the line item level.												
Region	Institution	Customer Name (first and last name)	Customer email address	Call Up Number	Order Date Date must be in DD-MMM-YY format.	Delivery Date Date must be in DD-MMM-YY format.	Line Item Description	Unit of Issue (UOI)	Qty of Units per UOI	Number of UOI Ordered	Price (format: #.###.##)	Line Item Value (format: #.###.##)

ATTACHMENT “1”
COVID-19 VACCINATION REQUIREMENT CERTIFICATION – STANDING OFFERS

I, _____ (*first and last name*), as the representative of
_____ (*name of business*) pursuant to 21120-206637/A, warrant and
certify that all personnel that _____ (*name of business*) will provide on
call-up(s) issued against the Standing Offer resulting from this Request for Standing Offers who
access federal government workplaces where they may come into contact with public servants
will be :

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s);
or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindications,
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;

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 Standing Offer and any resulting call-ups (contracts). I understand
that the certifications provided to Canada are subject to verification at all times. I also understand
that Canada will declare an Offeror or contractor in default, if a certification is found to be
untrue, whether made knowingly or unknowingly, during the period of the Standing Offer or
call-up (contract). Canada reserves the right to ask for additional information to verify the

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certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Standing Offer and call-up (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 any resulting Contract and who require access to federal government workplaces where they may come into contact with public servants.

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**ATTACHMENT “2”
ELECTRONIC PAYMENT INSTRUMENTS**

(to be completed by the Offeror)

The Offeror 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); and/or
- ☐ Wire Transfer (International Only).

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**ATTACHMENT “3”
COMPLETE LIST OF DIRECTORS**

(to be completed by the Offeror)

Name	Position

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ATTACHMENT “4”
OTHER INFORMATION REQUIRED WITH THE OFFER

(to be completed by the Offeror)

1.0 Technical Support

Telephone Number: _____

Email address: _____

2.0 Web site Support

The address for web site support is:

3.0 Delivery Lead Time

Delivery Lead Time for stocked items is: _____

Delivery Lead Time for non-stocked items is: _____

4.0 Preventative Maintenance Inspection Schedule

The annual preventative maintenance inspection schedule as per the manufacturer's recommendations is:

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**ATTACHMENT “5”
TO PART 5 OF THE OFFER SOLICITATION**

FORM 5-1: OEM Certification Form

OEM Certification Form	
This confirms that the original equipment manufacturer (OEM) identified below has authorized the Offeror named below to provide and maintain its products under any contract resulting from the offer solicitation identified below.	
Name of OEM	_____
Signature of authorized signatory of OEM	_____
Print Name of authorized signatory of OEM	_____
Print Title of authorized signatory of OEM	_____
Address for authorized signatory of OEM	_____
Telephone no. for authorized signatory of OEM	_____
Fax no. for authorized signatory of OEM	_____
Print Title	_____
Date signed	_____
Solicitation Number	21120-206637/A
Name of Offeror	_____

ATTACHMENT “6” MANDATORY TECHNICAL EVALUATION CRITERIA

(to be completed by the Offeror)

The following requirements are the mandatory technical evaluation criteria which will be evaluated during the Offer Evaluation.

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

5.0 Mandatory Technical Requirements

The goods must work and operate at all times in accordance with the following mandatory technical requirements.

Criteria	Reference to Substantiation in the Technical Bid
5.1 Drug Detector System	
5.1.1 General Requirements	
The Drug Detector System must:	
1. be a benchtop model;	
2. be a non-radiation ionization source based on drift tube Ion Mobility Spectrometry (IMS);	
3. operate at atmospheric pressure;	
4. detect drugs from a sample;	
5. support the identification of drug substances in bulk samples;	
6. allow designated and appropriately trained personnel to update the library; and	
7. include a minimum of one IMS drift tube.	
5.1.2 Sample Collection Requirements	
1. The IMS instrument's sample collection method must use a sampling swab.	
2. The IMS instrument must be capable of sampling with and without the use of a solvent.	
3. The IMS instrument must allow the operator to take a sample from the surface by hand and by wand.	
4. The IMS instrument's sampling swabs must:	
(a) be disposable;	
(b) be non-metallic;	

(c) collect trace particles of drugs from a surface without damaging the surface;	
(d) be capable of collecting samples from a variety of sampling surface materials including the following:	
i. plastic;	
ii. vinyl;	
iii. glass;	
iv. wood;	
v. cardboard;	
vi. textile fabrics;	
vii. leather;	
viii. paper;	
ix. steel; and	
x. painted products.	
5. The IMS instrument must analyze the collected samples directly without any sample preparation or treatment required.	
6. The IMS instrument must analyze the collected samples directly without any sample preparation or treatment required.	
5.1.3 Instrument Requirement	
1. The IMS instrument must be ready to use and operational within 30 minutes from a cold start (i.e. starting the machine after it has been shut down and cooled to room temperature completely).	
2. The total analysis time of the IMS instrument must be less than 15 seconds, from the time the sample swab is introduced into the instrument to the time the result is displayed.	
3. The IMS instrument must have a recovery time (i.e. be ready for analysis) after a negative result of less than 30 seconds.	
4. The recovery time for the IMS instrument to be ready for analysis after a positive alarm, at five times the Minimum Detection Limit (MDL), must be less than 60 seconds. <i>The MDL is defined as the minimum amount of substance in a solution deposited onto a 1 cm² sampling area that generates nine correct alarms out of twelve analyses.</i>	
5. At a minimum, the following critical operating parameters must be automatically monitored:	

(a) Operating temperatures (e.g., drift tube(s), desorber);	
(b) Pressure inside the drift tube(s);	
(c) Calibrant (e.g. drift time, amplitude);	
(d) Drift and sample flows;	
(e) Status of drying agent; and	
(f) Voltages or electric fields of drift tube(s)	
6. The IMS instrument must operate on ambient air, with no requirement for bottled gases.	
7. The IMS instrument's calibrants, dopants, reactants, parts controlling humidity (e.g. air purification materials) and hardware (including the ion mobility drift tube) must last a minimum of one year without replacement, under normal operational usage. Normal usage is defined as 24 hours/7 days a week operation with 100 samples per day.	
8. The IMS instrument's consumables' (e.g. sampling swabs, verification substances, calibrant, dopant, reactant, etc.) storage must not require the use of refrigeration or fume hood.	
9. The IMS instrument's verification substances must be provided in a self-contained format (i.e. no syringe-sampling or open-bottled solution required) in order to avoid contamination.	
10. The IMS instrument must prompt the operator to perform a verification after every login.	
11. The IMS instrument must, at a minimum, maintain its calibration for a four-hour period.	
12. The IMS instrument must support the functionality for operators to perform verification on demand.	
13. The IMS instrument must indicate to the operator whenever a verification is required.	
14. The IMS instrument must indicate to the operator with an on-screen indicator when the instrument is not ready for analysis and when the instrument requires maintenance.	
15. The IMS instrument must produce all of the following Minimum Detection Limits (MDL), with solutions of each substance directly deposited onto the sampling swab and analyzed by the instrument. Detection limits must be achievable for all of the following listed substances:	

Item #	Substance	Mandatory MDL (ng)		
1	3 Methyl fentanyl;	15		
2	Acetyl fentanyl;	5		
3	Amphetamine;	10		
4	Buprenorphine;	10		
5	Butyryl fentanyl;	10		
6	Carfentanil;	20		
7	Cocaine;	4		
8	Fentanyl;	4		
9	Furanyl fentanyl;	10		
10	Heroin;	10		
11	Ketamine;	4		
12	LSD;	25		
13	MDEA;	20		
14	MDMA;	10		
15	Methamphetamine;	4		
16	Morphine;	20		
17	Naloxone;	10		
18	Oxycodone;	20		
19	THC;	20		
20	U-47700;	10		
21	U-48800;	15		
16. In addition to the substances listed at paragraph 15 above, the IMS instrument must be programmable to detect and correctly identify a minimum of ten additional substances.				
17. The IMS instrument must allow for the expansion of the digital library by a Government of Canada drug analysis laboratory to include substances of their own choosing to the IMS instrument without the Offeror's intervention.				
18. The IMS instrument must allow the operator to set Action Level thresholds higher than the Minimum Detection Level (MDL) by at least 10 ng for each drug substance.				
19. The IMS instrument must allow the operator to set the following 3 levels of Action Level thresholds for each drug substance:				
(a) Highest sensitivity mode, alarm thresholds set to IMS MDL as required in paragraph 16 above;				
(b) Inmates mode – alarm thresholds adjusted higher than MDL; and				
(c) Visitors and Bulk mode – alarm thresholds adjusted further to make the system even less sensitive than inmate mode				
20. The IMS instrument must include a sampling wand for proper manipulation of the swab when collecting a sample.				
21. The IMS instrument must provide plasmagram data for analog review.				

5.1.4 Physical and Environment Requirements 1. The IMS instrument must operate in a temperature range from -10°C to 30°C or better.	
2. The IMS instrument must operate in a humidity range from 5% to 95% (non-condensing) or better.	
3. The IMS instrument must operate at 120 volt AC, 50-60 Hz.	
4. The IMS instrument must not weigh more than 26 kg.	
5. The size of the IMS instrument must not exceed 60 cm x 50 cm x 50 cm (height x width x depth).	
5.1.5 Carry Case The carry case must be suitable for damage-free shipping of the IMS instrument..	
5.1.6 Computer System 1. The IMS instrument must employ a minimum of two user levels of instrument access with increasing degrees of privileges, e.g., Operator and Supervisor/Administrator. For example, normal operators should not be allowed to delete results or make changes to the library.	
2. The IMS instrument must support the granting of 'Administrator' rights to the instrument data records. For example, Administrators must have the rights to assign varying levels of access to other end users.	
3. The operating parameters of the IMS instrument must be accessible through the instrument software with password control, without requiring the use of an external computer.	
4. The graphical user interface (GUI) of the IMS instrument must be available in English and in French.	
5. The IMS instrument must provide an audio and a visual alarm for a positive detection and the identified substance(s) must be displayed.	
6. The IMS instrument must allow Administrators to select the display preference of the results for all user levels. The result display preference refers to the indication of alarm strengths (numeric and graphic display of signal intensity), the ion mobility spectrum and details of the results.	
7. The IMS instrument must deliver, enable and support the functionality to save all data files (samples, verification) on the IMS instrument on-board computer system. Data storage capacity must be able to store a minimum of 10,000 samples.	

8. The IMS instrument's on-board computer system must be networkable using an Ethernet port with IP V4/V6 compatibility.	
9. If the IMS instrument has a Wi-Fi interface the operator must be able to disable it.	
10. When the maximum capacity of the file storage area is approached (10,000 samples), the IMS instrument must display a corresponding status message, and remain functional and have a method where new data replaces the older data.	
11. The IMS instrument must provide the functionality for administrators to perform all of the following:	
(a) save and download existing data files; and	
(b) delete existing files off of the IMS instrument	
12. The IMS instrument must save data files in a format which includes all of the operating parameters at the time the sample was analyzed and individual ion mobility spectra.	
13. The IMS instrument must include data analysis software that can provide a visual/graphic breakdown of all analyses completed, including at a minimum:	
(a) top substances detected	
(b) machine ID	
(c) as well as detailed information on specific analyses, including at a minimum:	
i. individual ion mobility spectra	
ii. results	
iii. time the sample was analyzed	
14. The data analysis software must be compatible with Windows 10 Operating System and later.	
15. The IMS instrument must communicate with an external computer for tasks including data transfer via USB 2.0 high-speed bidirectional communication or via Ethernet network connection IP V4/V6.	
16. The IMS instrument must allow operators full access to save, archive, and organize the data using the data analysis software when connected directly to the IMS instrument and when connected to the IMS instrument over a network connection.	
17. The IMS instrument must deliver analytical results in a text-based "CSV" or "XML" format.	
18. The IMS instrument must operate on a Windows 10 Operating System or later.	
19. The IMS instrument must allow connection to an external USB printer.	

ATTACHMENT “7”
POINT-RATED NON-MANDATORY TECHNICAL CRITERIA

(to be completed by the Offeror)

Each offer meeting all of the mandatory technical criteria will be evaluated in accordance with the following point-rated evaluation criteria.

Table 7-1: Point-rated technical criteria

Item No.	Substance	MDL (ng)	Points Assigned	Reference to Substantiation in the Technical Bid
22	CBD	35	6	
23	Cyclopropyl fentanyl	15	3	
24	GHB	65	9	
25	MDA	20	9	
26	SC ADB-FUBINACA	10	3	
27	SC MMB-CHMICA	10	3	
28	SC AB-FUBINACA	10	3	
29	Suboxone	10	9	
30	MMB-FUBINACA	10	3	
31	5F-MDMB-PINACA	50	3	
32	W-18	10	3	
33	XRL-11	10	3	

ATTACHMENT “8” EVALUATION SAMPLE

In this sample, four (4) responsive offers were received. The results of each offer are shown below.

Technical Evaluation

Offeror	Mandatory Technical Criteria	Point-Rated Technical Criteria Maximum Points: 57	Technical Merit Score (total number of points obtained ÷ maximum number of points) x 40
A	PASS	56	39.3
B	PASS	54	37.89
C	PASS	52	36.49
D	PASS	57	40

Financial Evaluation

Table	Evaluated Table Price			
	Offeror A	Offeror B	Offeror C	Offeror D
Table C-1	50,000	45,000	35,000	60,000
Table C-2	15,000	10,000	20,000	22,500
Table C-3	0.00	100	75	100
Table C-4	1,000	4,250	3,000	0.00
Table C-5	500	600	350	500
Table C-6	5,000	3,000	7,000	4,500
Table C-7	5,000	3,000	7,000	4,500
Table C-8	5,000	3,000	7,000	4,000
Table C-9	200	300	150	650
Table C-10	2,500	2,500	3,000	1,000
Total Aggregated Price (sum of Tables C-1 through C-10)	84,200	71,750	82,575	97,750
Lowest Total Aggregated Price		71,750		
Pricing Score (lowest total aggregated price ÷ total aggregated price) x 60	51.13	60	52.13	44.04

Overall Rating

	Offeror A	Offeror B	Offeror C	Offeror D
Technical Merit Score	39.3	37.89	36.49	40
Pricing Score	51.13	60	52.13	44.04
Combined Rating	90.43	97.89	88.62	84.04
Overall Rating	2 nd	1 st	3 rd	4 th

Result: In this example, Offeror B obtained the highest overall rating and is recommended for issuance of a standing offer.