



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

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

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> Fourier Transform Infrared Microsc Fourier Transform Infrared (FTIR) Microscope	
<b>Solicitation No. - N° de l'invitation</b> 5P047-210282/A	<b>Date</b> 2022-01-25
<b>Client Reference No. - N° de référence du client</b> 5P047-210282	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PV-939-80899	
<b>File No. - N° de dossier</b> pv939.5P047-210282	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Standard Time EST <b>on - le 2022-02-07</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Radouane, Ruby	<b>Buyer Id - Id de l'acheteur</b> pv939
<b>Telephone No. - N° de téléphone</b> ( ) - ( )	<b>FAX No. - N° de FAX</b> (819) 956-3814
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

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

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

---

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 REQUIREMENT .....	3
1.2 DEBRIEFINGS .....	3
1.3 EPOST CONNECT SERVICE .....	3
1.4 COVID-19 VACCINATION REQUIREMENT .....	3
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>3</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	3
2.2 SUBMISSION OF BIDS.....	3
2.3 ENQUIRIES - BID SOLICITATION.....	4
2.4 APPLICABLE LAWS.....	4
2.5 BID CHALLENGE AND RECOURSE MECHANISMS.....	4
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>5</b>
3.1 BID PREPARATION INSTRUCTIONS .....	5
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>7</b>
4.1 EVALUATION PROCEDURES.....	7
4.2 BASIS OF SELECTION.....	8
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>8</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	8
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	10
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>12</b>
6.1 SECURITY REQUIREMENTS .....	12
6.2 REQUIREMENT .....	12
6.3 STANDARD CLAUSES AND CONDITIONS .....	12
6.4 TERM OF CONTRACT .....	14
6.5 AUTHORITIES .....	15
6.6 PAYMENT .....	16
6.7 INVOICING INSTRUCTIONS .....	16
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	17
6.9 APPLICABLE LAWS.....	17
6.10 PRIORITY OF DOCUMENTS .....	17
6.11 SACC MANUAL CLAUSES .....	17
6.12 SHIPPING INSTRUCTIONS .....	18
6.13 DISPUTE RESOLUTION.....	18
6.14 ANTI-FORCED LABOUR REQUIREMENTS .....	18
<b>ANNEX A .....</b>	<b>20</b>
PART 1 - REQUIREMENT.....	20
PART 2 - MANDATORY TECHNICAL EVALUATION CRITERIA.....	24
<b>ANNEX B .....</b>	<b>25</b>
BASIS OF PAYMENT .....	25
<b>ANNEX C .....</b>	<b>26</b>
LIST OF PRODUCTS .....	26

Solicitation No. - N° de l'invitation  
5P047-210282/A  
Client Ref. No. - N° de réf. du client  
5P047-210282

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv939.5P047-210282

Buyer ID - Id de l'acheteur  
pv939  
CCC No./N° CCC - FMS No./N° VME

---

<b>ANNEX D .....</b>	<b>27</b>
COMPLETE LIST OF DIRECTORS .....	27
<b>ATTACHMENT "1" TO PART 3 OF THE BID SOLICITATION .....</b>	<b>28</b>
ELECTRONIC PAYMENT INSTRUMENTS .....	28
<b>ATTACHMENT "1" TO PART 5 OF THE BID SOLICITATION .....</b>	<b>29</b>
OEM CERTIFICATION .....	29

## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

The requirement is detailed under Annex A.

### **1.2 Debriefings**

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

### **1.3 epost Connect service**

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

### **1.4 COVID-19 vaccination requirement**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### **2.1.1 SACC Manual Clauses**

SACC Manual clause [B1000T](#) (2014-06-26) Condition of Material

### **2.2 Submission of Bids**

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

PWGSC Bid Receiving Unit

Facsimile number: (819) 997-9776

---

epost Connect: [tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

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

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

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

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

### 2.4 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

### 2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

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

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

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

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

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

---

## Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

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

The technical bid consists of the following:

- (a) **Supporting Technical documentation:** Bidders must include technical brochures or technical data to demonstrate compliance to the requirement as described in Annex "A".
- (b) **List of Products:** Bidders must include a complete product list identifying: the product name; the name of manufacturer; the model and part number of each component which make up the system. The bidder is requested to use the form provided in Annex "C".
- (c) **Installation Plan:** Bidders should include an installation plan (including the installation schedule), which must demonstrate that the Bidder's installation plan meets all the mandatory requirements for installation described Annex "A".
- (d) **Training Plan:** Bidders should include a training plan, which must demonstrate that the Bidder's training plan meets all the mandatory requirements for training described in Annex "X". The training plan must include, at a minimum, a description of the course materials that will be provided to participants; the training schedule; and the duration of the training.
- (e) **Description of the Bidder's Maintenance and Support Services:** Bidders should include a description of its warranty, maintenance and support services, which must be consistent with all the requirements described in Annex "A". At a minimum, Bidders should include the following:
  - (i) Location of available service facilities (after sales service and repair). List the service facilities closest to the destination.
  - (ii) Locations of available replacement parts from consumables to major components.
  - (iii) Response time re: service calls, and escalation schedule, i.e. (how many days with no resolution to a problem until a more experienced person is called in, and from which location).
  - (iv) 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 Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment including Annex "B" – Basis of Payment.
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

- (c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

### 3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment "1" to part 3 of the bid solicitation Electronic Payment Instruments, to identify which ones are accepted.

If Attachment "1" to part 3 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

### 3.1.2 Exchange Rate Fluctuation

SACC Manual clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

### Section III: Certifications

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

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Evaluation Criteria

The mandatory technical evaluation criteria are detailed in Annex "A", Part 2.

#### 4.1.2 Financial Evaluation

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

#### Evaluation of Price - Bid

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP Ottawa, ON Incoterms® 2010, Canadian customs duties and excise taxes included.

---

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

## 4.2 Basis of Selection

4.2.1 *SACC Manual* Clause [A0031T](#) (2010-08-16) - Basis of Selection - Mandatory Technical Criteria

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime website \(http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html\)](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 Bid

##### 5.1.2.1 COVID-19 vaccination requirement certification

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

#### COVID-19 Vaccination Requirement Certification

I, \_\_\_\_\_ (*first and last name*), as the representative of  
\_\_\_\_\_ (*name of business*) pursuant to  
\_\_\_\_\_ (*insert solicitation number*), warrant and certify that all  
personnel that \_\_\_\_\_ (*name of business*) will provide on the

---

resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

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

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

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

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Optional**

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

Initials: \_\_\_\_\_

Solicitation No. - N° de l'invitation  
5P047-210282/A  
Client Ref. No. - N° de réf. du client  
5P047-210282

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv939.5P047-210282

Buyer ID - Id de l'acheteur  
pv939  
CCC No./N° CCC - FMS No./N° VME

---

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

## **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **5.2.3.1 Product Conformance**

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

---

**Bidder's authorized representative signature**

---

**Date**

### 5.2.3.2 OEM Certification

(i) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware or equipment proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware or equipment, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware or equipment it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation at Attachment 1 to Part 5 of the Bid Solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

(ii) If the hardware or equipment proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.

(iii) For the purposes of this bid solicitation, OEM means the manufacturer of the hardware or equipment, as evidenced by the name appearing on the hardware or equipment and on all accompanying documentation.

## PART 6 - RESULTING CONTRACT CLAUSES

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Requirement

#### 6.2.1 Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex A.

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

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

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.

### **6.3.2 Additional General Conditions**

#### **6.3.2.1 Conduct of the Work**

- 1) The Contractor represents and warrants that:
  - a. it is competent to perform the Work;
  - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
  - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
- 2) The Contractor must:
  - a. perform the Work diligently and efficiently;
  - b. except for Government Property, supply everything necessary to perform the Work;
  - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
  - d. select and employ a sufficient number of qualified people;
  - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
  - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

### 6.3.2.2 Subcontracts

The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.

### 6.3.2.2 Harassment in the workplace

- 1) The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the [Policy on Harassment Prevention and Resolution](#), which is also applicable to the Contractor, is available on the Treasury Board Web site.
- 2) The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

### 6.3.2.4 Access to information

Records created by the Contractor, and under the control of Canada, are subject to the [Access to Information Act](#). The Contractor acknowledges the responsibilities of Canada under the [Access to Information Act](#) and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the [Access to Information Act](#) provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#) is guilty of an offence and is liable to imprisonment or a fine, or both.

### 6.3.3 Supplemental General Conditions

4001 (2015-04-01)	Hardware Purchase, Lease and Maintenance,
4003 (2010-08-16)	Licensed Software,
4004 (2013-04-25)	Maintenance and Support Services for Licensed Software,
4013 (2021-11-29)	Compliance with on-site measures, standing orders, policies, and rules, and
4014 (2021-11-29)	Suspension of the work,

apply to and form part of the Contract.

## 6.4 Term of Contract

### 6.4.1 Period of the Contract

The period of the Contract begins on the date the contract is awarded and ends 1 year after delivery and acceptance of the work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.

---

## 6.4.2 Delivery Date

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

## 6.4.3 Delivery Points

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

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Chad Bellerdine  
Title: Supply Specialist  
Public Works and Government Services Canada  
Pharmaceuticals Procurement Directorate  
140 O'Connor Street, 7th floor  
East Tower, L'Esplanade Laurier (LEL)  
Ottawa, Ontario, K1A 0R5  
Telephone: (613) 323-0178  
E-mail address: [chad.bellerdine@tpsgc-pwgsc.gc.ca](mailto:chad.bellerdine@tpsgc-pwgsc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 6.5.2 Technical Authority

The Technical Authority for the Contract is: *(to be filled in only at contract award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ \_\_\_\_ \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Accounts Payable Contact *(to be filled in only at contract award)*

Name:  
Telephone:  
E-mail address:

### 6.5.4 Contractor's Representative *(to be completed by the bidder)*

The telephone number (with extension if applicable) of the person responsible for:

**General enquiries**

Name: \_\_\_\_\_  
Tel. No. \_\_\_\_\_ ext: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**Delivery Follow-up**

Name: \_\_\_\_\_  
Tel. No. \_\_\_\_\_ ext: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**6.6 Payment**

**6.6.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm lot price(s), as specified in Annex "B" - Basis of Payment. Customs duties are included and Applicable Taxes are extra.

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

**6.6.2 SACC Manual Clauses**

SACC Manual clause [C2000C](#) (2007-11-30) Taxes - Foreign-Based Contractor  
SACC Manual clause [H1001C](#) (2008-05-12) Multiple Payment

**6.6.3 Electronic Payment of Invoices – Contract**

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

**6.7 Invoicing Instructions**

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

**6.7.2** Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- (c) one (1) copy must be forwarded to the consignee.

- 
- (d) Invoices and order confirmations can be sent via e-mail to:  
\_\_\_\_\_
- (e) To facilitate the payment process, it is important that the Contractor quote the contract number on all the invoices, shipping bills and packing slips. Failure to do so will delay payment and the date used for calculating interest on overdue accounts.

## 6.8 Certifications and Additional Information

### 6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions:
  - i. 4001, (2015-04-01) Hardware Purchase, Lease and Maintenance;
  - ii. 4003, (2010-08-16) Licensed Software;
  - iii. 4004, (2013-04-25) Maintenance and Support Services for Licensed Software;
  - iv. 4013, (2021-11-29) Compliance with on-site measures, standing orders, policies, and rules;
  - v. 4014, (2021-11-29) Suspension of the work;
- (c) the general conditions 2010A General Conditions - Goods (Medium Complexity);
- (d) Annex "A", Requirement;
- (e) Annex "C", List of Products;
- (f) Annex "B", Basis of Payments;
- (g) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*).

## 6.11 SACC Manual Clauses

SACC Manual clause [G1005C](#) (2016-01-28) Insurance No Specific Requirement  
SACC Manual clause [B1501C](#) (2018-06-21) Electrical Equipment  
SACC Manual clause [D2001C](#) (2007-11-30) Labeling  
SACC Manual clause [D2025C](#) (2017-08-17) Wood Packaging Materials  
SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)  
SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)  
SACC Manual clause [A9068C](#) (2010-01-11) Government Site Regulations

## 6.12 Shipping Instructions

### 6.12.1 Shipping Instructions - Delivery at Destination

**6.12.1.1** Goods must be consigned to the destination specified in the Contract and delivered:

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

**6.12.1.2** The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

### 6.13 Dispute Resolution

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

### 6.14 Anti-forced labour requirements

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

4. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the *Criminal Code* or the *Immigration and Refugee Protection Act*:

*Criminal Code*

- i. section 279.01 (Trafficking in persons);
  - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
  - iii. subsection 279.02(1) (Material benefit - trafficking);
  - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
  - v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
  - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or *Immigration and Refugee Protection Act*
  - vii. section 118 (Trafficking in persons).
5. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).
6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
- i. in the case of a conviction, whether the court acted within its jurisdiction;
  - ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
  - iii. whether the court's decision was obtained by fraud; or
  - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice of concern unless Canada establishes a different deadline.

## ANNEX A

### Part 1 - REQUIREMENT

The Conservation Science section of Parks Canada Agency needs to purchase a new Fourier Transform Infrared (FTIR) Microscope for rapid analysis and identification of unknown organic and inorganic samples (e.g., polymers, paints, adhesives, mortars, etc.).

The project includes the purchase of one Fourier Transform Infrared Microscope (hereinafter referred to as the "FTIR Microscope"). The FTIR microscope must meet all of the mandatory technical requirements as specified below. The requirement must include all of the following:

- FTIR Microscope;
- Computer with two monitors for dual monitoring;
- Microscope operating software;
- On-site installation;
- On-site training;
- Documentation; and
- Warranty

#### **Delivery Address**

Attn: \_\_\_\_\_  
Parks Canada Agency  
Conservation Science/Preventive Conservation  
1800 Walkley Road  
Ottawa, ON K1H 8K3

#### **On-site Installation**

On-site installation must be provided and shall be carried out by a qualified service technician.

All deliverables must be delivered, installed, integrated, and configured by the Contractor at the location specified in the Contract (in house at 1800 Walkley Road).

The Contractor will be responsible for unpacking, assembling, and installing the deliverables at the site. If applicable, this shall include but not be limited to the provision of required moving and installation resources, including but not limited to packing material, personnel, and floor protection panels (if required).

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

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

The Contractor must maintain all work areas at the installation site in a clean and tidy condition on completion of each day's work and on completion of acceptance.

The FTIR microscope must be installed within 4 weeks of delivery.

### **On-site Training**

Minimum two days of on-site training (1800 Walkley Rd, Ottawa) must be provided for at least 2 persons and cover at minimum the operations and maintenance of the new equipment. The training must be in English and occur no later than 3 weeks after the installation.

### **Documentation**

One set of user manuals in English must be provided. Manuals can be in either hard or soft (PDF or Microsoft Word) copy.

### **Mandatory Technical Requirements**

#### **FTIR Microscope**

The FTIR Microscope must have:

1. Transmission and reflectance sampling modes
2. An FTIR tri-detector gold spectrometer
3. A multi-coated KBr/germanium beam splitter
4. A room temperature DTGS detector and liquid nitrogen cooled MCT-A detector
5. A multi zone purge system, including a purge regulator
6. Objective and condenser telescopic purge baffles
7. An instrument controller and the appropriate accessories to operate the unit
8. Gold coated optics
9. The capability to analyze samples smaller than 50µm
10. At least a 0.4 cm<sup>-1</sup> resolution with variable aperture
11. A spatial resolution of at least 5µm
12. A spectral range of at least 7800 - 450 cm<sup>-1</sup> (LaDTGS) or 670 cm<sup>-1</sup> (MCT)
13. An ACD converter
14. An array detector to allow for ultra-fast mapping capabilities
15. A room temperature DTGS detector
16. A LN<sub>2</sub> cooled detector (MCT-A) for higher speed and long-time map acquisitions (must be simultaneously available with room temperature detector)
17. An MCT-A detector with an anti fog coating
18. Upgrades to include attenuated total reflectance (ATR); the ATR crystal must be mounted in an extractable slide to allow for easy cleaning and storage when not in use
19. A germanium ATR crystal to allow for throughput mapping capabilities
20. A user replaceable IR source
21. An integrated FT-IR sealed and desiccated optics compartment

22. Easy desiccant replacement
23. Simultaneous viewing and collection in reflectance and transmission modes
24. The instrument controller
25. Motorized control of the aperture
26. Automated selection between detectors
27. Independently controlled selection of LED illumination for the aperture and reflectance and transmission modes
28. A contact alert system
29. Objective and condensers with N.A. values no less than 15X 0.7
30. A permanently aligned and motorized condenser
31. A microscope sampling kit
32. Standard software, including report and help features

The Contractor must also provide:

1. At least 1-year on-site warranty for the FTIR microscope and a 5- to 10-year warranty on parts (e.g., IR source and interferometer)

The Contractor should also provide:

1. Costing of scheduling regular maintenance for the instrument
2. Estimated length of time instrument components will be expected to last

#### **Computer Technical Requirements**

- a. Desktop computer, Windows 10, 64 bit
- b. Intel Core no less than i7
- c. Minimum 16GB RAM
- d. Minimum 1TB hard drive
- e. At least 6 external USB2 ports
- f. At least 4 external USB3 ports
- g. Keyboard and mouse
- h. 3-years maintenance plan

#### **Monitor Technical Requirements**

- a. Two monitors supplied for dual monitoring capabilities
- b. The monitors must be Minimum 22" each
- c. Both VGA and DVI signal inputs

#### **Software Requirements - for operation and data acquisition from the microscope**

1. The FTIR microscope must be equipped with spectra material characterization software
2. The software must be the English language package
3. The software must have real-time automatic atmospheric suppression

- 
4. The software must be capable of displaying the images digitally
  5. The software must include digital image video capturing
  6. The software must have autofocus and software manual focus controls
  7. The FTIR Microscope must have microscope software that enables fully automated control of the microscope (e.g., motorized sample focus, motorized stage control, point-and-click video interaction and collection)
  8. The FTIR Microscope must provide simultaneous viewing and collection of the sample
  9. The software must be Windows 10 compatible and must provide dual monitor capabilities for viewing
  10. Software package must be capable of identifying pure compounds and mixtures
  11. The instrument video camera must be high resolution (at least 1024 x 768 pixels XGA resolution) and noise-free colour digital CCD technology
  - 13 The system must be able to share files and spectra in OMNIC file format (.CSV) and be able to exchange them with other existing instruments featuring the OMNIC software

The contractor should also provide:

Costing of future upgrades to software

### **Responsibilities**

The supplier must provide the FTIR Microscope, including all accessories listed above, with a verification that all the equipment is in optimal working order.

The contract includes the installation of the FTIR Microscope and accessories. Once the instrument has been delivered to the facility, a staff member from Parks Canada will accompany the service technician to the room where the FTIR Microscope will be installed and the staff member will stay with the technician during the installation process.

### **Accessibility Criteria**

Ergonomic design that will allow any person that has access to a computer to be able to use it. Since it could be installed on any desk (with variable heights) there is no need for any specialize stability bench.

All major components such as stage, joystick, optics and computer control are accessible from the front end on the FTIR Microscope.

Components that allow the user that might suffer from fine-tuning capacities to manipulate and analyze samples with the FTIR Microscope

The software should be customizable to show bigger icons, items, pictures and feature on the screen.

Software allows people with disabilities that have already access to a computer to analyze samples.

## Part 2 - MANDATORY TECHNICAL EVALUATION CRITERIA

The following requirements are the mandatory technical evaluation criteria which will be evaluated during the Bid Evaluation. In addition the Contractor will be required to meet all of the mandatory technical requirements for the duration of the Contract

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

ITEM	CRITERIA	REQUIRED SUBSTANTIATION	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID.
1	The FTIR Microscope must have a spectral range of at least 7800 – 450 cm-1 (LaDTGS) or 670 cm-1 (MCT)	Technical brochures or technical data	
2	The FTIR Microscope must analyze samples smaller than 50µm	Technical brochures or technical data	
3	The FTIR Microscope must have at least a 0.4 cm-1 resolution with variable aperture	Technical brochures or technical data	
4	The FTIR Microscope must have an array detector to allow for ultra-fast mapping capabilities	Technical brochures or technical data	
5	The FTIR Microscope must be equipped with spectra material characterization software	Technical brochures or technical data	
6	The FTIR Microscope software package must be capable of identifying pure compounds and mixtures	Technical brochures or technical data	

## ANNEX B

### BASIS OF PAYMENT

The Bidder must provide all of the pricing requested in the following Tables in accordance with **Article 6.7.1 - Basis of Payment**.

**Table 1: Requirement:**

Item	Description	Number of Units	Unit of Issue	Firm Unit Price (CAD)	Extended Price (Number of Units X Firm Unit Price)
1	FTIR Microscope, including required hardware, software and documentation, in accordance with Annex A	1	Lot	\$	\$
2	On-site installation, in accordance with Annex A	1	Lot	\$	\$
3	On-site training, in accordance with Annex A	1	Lot	\$	\$
				<b>Evaluated Price (CAD):</b>	\$ Sum of Items <b>1 - 3</b>

Solicitation No. - N° de l'invitation  
5P047-210282/A  
Client Ref. No. - N° de réf. du client  
5P047-210282

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv939.5P047-210282

Buyer ID - Id de l'acheteur  
pv939  
CCC No./N° CCC - FMS No./N° VME

**ANNEX C**

**LIST OF PRODUCTS**

Product Name	Model/Part Number	Name of Manufacture		

Solicitation No. - N° de l'invitation  
5P047-210282/A  
Client Ref. No. - N° de réf. du client  
5P047-210282

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv939.5P047-210282

Buyer ID - Id de l'acheteur  
pv939  
CCC No./N° CCC - FMS No./N° VME

---

## ANNEX D

### COMPLETE LIST OF DIRECTORS

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

Name	Position
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Solicitation No. - N° de l'invitation  
5P047-210282/A  
Client Ref. No. - N° de réf. du client  
5P047-210282

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv939.5P047-210282

Buyer ID - Id de l'acheteur  
pv939  
CCC No./N° CCC - FMS No./N° VME

---

## ATTACHMENT "1" to PART 3 OF THE BID SOLICITATION

### ELECTRONIC PAYMENT INSTRUMENTS

***As indicated in Part 3, clause 3.1.1, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.***

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);

Solicitation No. - N° de l'invitation  
5P047-210282/A  
Client Ref. No. - N° de réf. du client  
5P047-210282

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv939.5P047-210282

Buyer ID - Id de l'acheteur  
pv939  
CCC No./N° CCC - FMS No./N° VME

---

**ATTACHMENT "1" to PART 5 OF THE BID SOLICITATION**

**OEM Certification**

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