



RETURN BIDS TO:

**RETOURNER LES
SOUMISSIONS À :**

[NRC.BidReceiving-
ReceptiondesSoumissions.CNRC@nrc-cnrc.gc.ca](mailto:ReceptiondesSoumissions.CNRC@nrc-cnrc.gc.ca)

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITIONS**

Proposal To: National Research Council Canada

We hereby offer to sell to His Majesty the King 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 thereof.

Proposition au : Conseil national de recherches Canada

Nous offrons par la présente de vendre à Sa Majesté le Roi 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-annexées, au(x) prix indiqué(s).

Instructions : See Herein

Instructions: Voir aux présentes
Comments - Commentaires

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

Issuing Office – Bureau de distribution
National Research Council Canada
Conseil national de recherches Canada

Title – Sujet Benchtop Ultrasonic Spray Coating System	
Solicitation No. – N° de l'invitation 23-58100	Date December 7, 2023.
Solicitation Closes – L'invitation prend fin at – à 02 :00 PM on – le 3 January 2024	Time Zone Fuseau horaire <u>EST</u>
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Katie Homuth	
Email address – l'adresse courriel : <u>Katie.Homuth@nrc-cnrc.gc.ca</u>	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :	
National Research Council Canada Vancouver BC V6T 1W5	

Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone	
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 Security Requirements

There is no security requirement associated with the requirement.

1.2 Statement of Requirement

To provide one (1) Benchtop Ultrasonic Coating System in accordance with the detailed Statement of Requirement attached as ANNEX A.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

You are invited to submit one (1) electronic Technical Proposal and one (1) electronic Financial Proposal in two (2) separate attachments to fulfil the following requirement forming part of this Request for Proposal.

One attachment must be clearly marked 'Technical Proposal' and the other attachment must be marked 'Financial Proposal'.

All financial information must be fully contained in the Financial Proposal, and **only** in the Financial Proposal. Vendors who provide financial information in the technical proposal will be disqualified.

All proposals should include the front page of this RFP duly completed.

2010A (2022-12-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

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.

Proposals submitted must be valid for not less than sixty (60) calendar days from the closing date of the RFP.

2.1.1 It is the Bidder's responsibility to:

- (a) return a signed copy of the bid solicitation, duly completed, IN THE FORMAT REQUESTED;
- (b) direct its bid ONLY to the Bid Receiving address specified;
- (c) ensure that the Bidder's name, the bid solicitation reference number, and bid solicitation closing date and time are clearly visible;
- (d) provide a comprehensive and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.



Timely and correct delivery of bids to the specified bid delivery address is the sole responsibility of the Bidder. The National Research Council Canada (NRC) will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.

2.1.2 Bids may be accepted in whole or in part. The lowest or any bid will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern. NRC may enter into contract without negotiation.

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

2.1.4 Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless otherwise indicated by NRC in such bid solicitation.

2.1.5 While NRC may enter into contract without negotiation, Canada reserves the right to negotiate with bidders on any procurement.

2.1.6 Notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.

2.1.7 If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.

2.1.8 If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion: either continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or cancel the solicitation; or cancel and reissue the solicitation.

2.2 Late Bids

All risks and consequences of incorrect delivery of electronic bids are the responsibility of the Bidder. The National Research Council Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before. Electronic bids received after the indicated closing time based on NRC servers' received time will be irrevocably rejected. Bidders are urged to send their proposal in sufficient time, in advance of the closing time to reduce any technical issues. The National Research Council Canada will not be held responsible for bids sent before closing time but received by the NRC servers after the closing time.

2.3 Submission of Bids

Technical and Financial Proposals must be **received electronically** no later than 14:00 **EST** (NRC's Server Time), (January 3, 2024), to the following NRC email address:

NRC.BidReceiving-ReceptiondesSoumissions.CNRC@nrc-cnrc.gc.ca

The NRC has restrictions on incoming e-mail messages. **The maximum e-mail message size including all file attachments must not exceed 10MB.** Zip files or links to bid documents will not be accepted. Incoming e-mail messages exceeding the maximum file size and/or containing zip file attachments will be blocked from entering the NRC e-mail system. A bid transmitted by e-mail that gets blocked by the NRC e-mail system will be considered not received.

Proposals must not be sent directly to the Contracting Authority or the Project Authority.

All submitted proposals become the property NRC.



2.4 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;



- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.5 Enquiries - Bid Solicitation

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

Contracting Authority, Procurement Services
National Research Council Canada
Katie Homuth / Katie.Homuth@nrc-cnrc.gc.ca
Senior Contracting Officer

To ensure the equality of information among Bidders, responses to general enquiries will be made available to all bidders unless such publications would reveal proprietary information. The bidder who initiates the question will not be identified. Technical questions that are considered proprietary by the bidder must be clearly identified. NRC will respond individually to the bidder if it considers the questions proprietary. If NRC does not consider the question proprietary, the bidder submitting it will be allowed to withdraw the question, or have the question and answer made available through the Open Bidding System (OBS) to all bidders.

Bidders who attempt to obtain information regarding any aspect of this RFP during the solicitation period through any NRC contacts other than the Contracting Authority identified herein, may be disqualified (for that reason alone).

It is the responsibility of the Bidder to obtain clarification of the requirement contained herein, if necessary, prior to submitting its proposal. The Bidder must have written confirmation from the Contracting Authority for any changes, alterations, etc., concerning this RFP.

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.

2.6 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.

2.7 Bid Challenge and Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the [Recourse Mechanisms](#) page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with



the Canadian International Trade Tribunal (CITT) or the [Office of the Procurement Ombudsman \(OPO\)](#). Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms>
<https://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html>

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in separate attachment sections (when applicable) as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

There shall be no payment by the National Research Council for costs incurred in the preparation and submission of proposals in response to this request. No payment shall be made for costs incurred for clarification(s) and/or demonstration(s) that may be required by NRC. The National Research Council reserves the right to reject any or all proposals submitted, or to accept any proposal in whole or in part without negotiation. A contract will not necessarily be issued as a result of this competition. NRC reserves the right to amend, cancel or reissue this requirement at any time.

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>). To assist Canada in reaching its objectives, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

Canada is committed to greening its supply chain. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the [Policy on Green Procurement](#) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>), for this solicitation:

- Bidders are encouraged to offer or suggest green solutions whenever possible.
- Bidders are requested to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.
- Bidders should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).
- Product components used in performing the services should be recyclable and/or reusable, whenever possible.



- Bidders are encouraged to offer goods and/or services certified to a reputable eco-label.
- Bidders should use equipment that has high energy efficiency or produces low air emissions.
- Bidders are encouraged to offer environmentally preferred products which supports a sustainable environment for nature and wildlife.
- Bidders are encouraged to offer environmentally preferred products which ensure the comfort and air quality of building occupants.

Bidders are encouraged to consult the following websites:

<https://www.tpsgc-pwgsc.gc.ca/app-acq/ae-gp/index-eng.html>
<https://www.tpsgc-pwgsc.gc.ca/app-acq/ae-gp/rle-qlr-eng.html>

Section I: Technical Bid

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

Section II: Financial Bid

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

3.1.1 Electronic Payment of Invoices – Bid

Payments from the National Research Council Canada (NRC) are made by electronic payment. Direct deposit payments will be made in Canadian dollars and can only be deposited into Canadian bank accounts.

Only bank accounts outside of Canada are eligible to enroll as a Wire transfer payment method.

3.1.2 Exchange Rate Fluctuation

Bids will be evaluated in Canadian currency, therefore, for evaluation purposes, the exchange rate quoted by the Bank of Canada as being in effect on date of bid closing, shall be applied as the conversion factor for foreign currency. Prices quoted shall not be subject to, or conditional upon, fluctuations in commercial or other interest rates during either the evaluation or contract period.

In their management bid, Bidders must describe their capability and experience, the project management team and provide client contact(s).

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 evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Proposals will be assessed in accordance with the mandatory and rated (if applicable) evaluation below. Bidders shall provide a detailed response to each criterion. NRC reserves the right to verify any and all information provided by the bidder in their proposal.



Proposals will be assessed in accordance with the mandatory technical evaluation criteria attached as Annex C. Bidders shall provide a detailed response to each criterion. NRC reserves the right to verify any and all information provided by the bidder in their proposal.

4.1.2 Financial Evaluation

The Contractor must complete the pricing schedule provided in ANNEX B and include it as a separate attachment in the electronic bid submission.

Sales Tax: The GST, PST, QST or HST, whichever is applicable, shall be considered an applicable tax for the purposes of this RFP and extra to the price herein. The amount of applicable sales tax shall be disclosed and shown as a separate item.

4.2 Basis of Selection

Lowest evaluated price

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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



5.2.1 Integrity Provisions – Required Documentation

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

In addition to all other information required in the procurement process, the Bidder **must** provide the following:

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

<u>SURNAME</u>	<u>GIVEN NAME(S)</u>	<u>TITLE</u>

5.2.2 – 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

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

6.1 Security Requirements

There is no security requirement applicable to the Contract.



6.2 Statement of Requirement

The Contractor must perform the Work in accordance with the Statement of Work attached at Annex A.

6.3 General Conditions

[2010A](#) (2022-12-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.3.1 Supplemental General Conditions

[4001](#) (2015.04-01), Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract;

[4003](#) (2010-08-16), Licensed Software, apply to and form part of the Contract;

[4004](#) (2013-04-25), Maintenance and Support Services for Licensed Software, apply to and form part of the Contract.

6.3.2 Intellectual Property Infringement and Royalties

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 other documentation); 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.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract award to one (1) year after delivery and acceptance of the requirement.

6.4.2 Delivery Date

All the deliverables must be received on or before March 29, 2024.

6.4.3 Delivery Points

Delivery of the requirement will be made to:
National Research Council Canada
Vancouver BC V6T 1W5

6.4.4 Delivery and Unloading

D0018C (2007-11-30), Delivery and Unloading

6.4.5 Shipping Terms and Instructions - Delivered At Place

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

Incoterms® 2020 “DAP Delivered At Place” Vancouver BC V6T 1W5

NRC Customs contacts for any Customs and Transportation Logistics enquiries:

- Daniel Frampton: (613) 993-9113 / daniel.frampton@nrc-cnrc.gc.ca
- Christian Latreille: (613) 993-2259 / christian.latreille@nrc-cnrc.gc.ca

As part of NRC’s commitment to Greening Government Operations, the Contractor is encouraged to minimize, include recycled content, re-use, or reduce/eliminate toxics in packaging, when possible.

6.4.6 Packaging

The methods used for preservation and packaging must be in conformity with the Contractor's normal standard for domestic shipment or, if necessary, with standards for overseas shipment as below deck cargo.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:



Name: Katie Homuth
Title: Senior Contracting Officer
National Research Council Canada
Directorate: Finance and Procurement Services Branch
Address: 1200 Montreal Road, Bldg. M-58
Ottawa ON K1A 0R6
E-mail address: Katie.Homuth@nrc-cnrc.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 inserted at contract award]*

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

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

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the 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 Contractor's Representative *[to be inserted at contract award]*

Name: _____
Title: _____
Address: _____

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid for costs reasonably and properly incurred in the performance of the work under this Contract in accordance with the following:



In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a fixed price as specified in Annex B for a cost of \$ _____ (*insert the amount at contract award*). Customs duties are excluded 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.

6.7.2 Limitation of Expenditure

Unless otherwise authorized in writing by the National Research Council of Canada (NRC), NRC's financial liability to the Contractor under this Contract shall not exceed \$ _____ (*insert the sum at contract award*). Customs duties are excluded and Applicable Taxes are extra. The Contractor must not perform any work that would cause the total liability of NRC to exceed this limitation unless authorized in writing by the Contracting Authority through a contract amendment. All work shall be done to the full satisfaction of the Technical Authority named herein before any payment shall become due to the Contractor.

6.7.3 Method of Payment

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

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.7.4 SACC Manual Clauses

SACC Manual clause **C0100C** (2010-01-11), Discretionary Audit - Commercial Goods and/or Services
SACC Manual clause **C2000C** (2007-11-30), Taxes - Foreign-based Contractor
SACC Manual clause **C2605C** (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor
SACC Manual clause **C2608C** (2020-07-01), Canadian Customs Documentation

6.7.5 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic Only);
- b. Wire Transfer (International Only);

6.8 Inspection and Acceptance

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



6.9 Invoicing Instructions

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

Invoices **must** be sent to: nrc.invoice-facture.cnrc@nrc-cnrc.gc.ca

PLEASE QUOTE CONTRACT NO. [to be inserted at contract award] ON ALL DOCUMENTATION AND INVOICES.

6.10 Certifications and Additional Information

6.10.1 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.

6.10.1.1 Electrical Compliance

All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.

The Contractor is required to provide evidence of certification (a Certificate of Compliance or field evaluation report) for each electrical equipment item they are delivering under the Contract prior to delivery. This evidence must be from the appropriate certification organization accredited by the Standards Council of Canada (refer to Recognized Canadian Electrical Product or Equipment Approval Marks | Standards Council of Canada - Conseil canadien des normes (scc.ca) for more details).

In the event that any electrical equipment fails to meet the required certification standards, the Contractor may be provided with a reasonable period to rectify the non-compliance at the contractor's expense. If, within this specified period, the Contractor is unable to rectify the non-compliance, the equipment will be rejected upon delivery and returned back to the Contractor's address at their own expense. The electrical equipment certification must be fully complied with, as failure to do so may result in Canada terminating the contract due to default.

6.11 Applicable Laws

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

6.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions:
 - [4001](#) (2015.04-01), Hardware Purchase, Lease and Maintenance;
 - [4003](#) (2010-08-16), Licensed Software;
 - [4004](#) (2013-04-25), Maintenance and Support Services for Licensed Software.
- (c) the general conditions [2010A](#) (2022-12-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract;



- (d) ANNEX A, Statement of Requirement;
- (e) ANNEX B, Basis of Payment
- (h) the Contractor's bid dated _____ (*insert date of bid*)

6.13 SACC Manual Clauses

SACC Manual clause [B1501C](#) (2018-06-21) Electrical equipment
SACC Manual clause [B7500C](#) (2006-06-16) Excess Goods
SACC Manual clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirements

6.14 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

6.15 Non-Permanent Resident (Foreign Company)

The Contractor shall ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfilment of the Contract, who are neither Canadian citizens nor United States nationals, receive all appropriate documents and instructions relating to Canadian immigration requirements and secure all required employment authorizations prior to their arrival at the Canadian port of entry. The Contractor shall ensure that United States nationals having such intentions receive all appropriate documents and instructions in that regard prior to their arrival at the Canadian port of entry. Such documents may be obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor shall be responsible for all costs incurred as a result of non-compliance with immigration requirements.

OR

6.15 Non-Permanent Resident (Canadian Company)

The Contractor is responsible for compliance with the immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfilment of the Contract. In some instances, the employment authorization necessary to enter Canada cannot be issued without prior approval of Human Resources Centre Canada (HRCC). HRCC should always be contacted as soon as the decision to bring in a non-permanent resident is made. The Contractor will be responsible for all costs incurred as a result of non-compliance with immigration requirements.

6.16 Withholding of 15 percent on Service Contracts with Non-residents

Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the [Canada Revenue Agency](#) (CRA). The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

Although most tax treaties between Canada and other countries provide for some relief from Canadian tax, Canada does not normally relinquish its right to withhold tax pursuant to the provisions of section 153 of the [Income Tax Act](#) and subsection 105(1) of the [Income Tax Regulations](#). If the non-resident contractor can adequately demonstrate, based on treaty protection, that the withholding normally required is in excess of the ultimate tax liability, or that the withholding creates undue hardship to the



contractor, then the CRA may issue permission to the payer authorizing a reduction of the subsection 105(1) withholdings. The procedure to apply for a reduction of withholding is detailed in Income Tax Information Circular [IC75-6R2](#) Appendices A and B, as well as in CRA's [T4061, Non resident Tax Withholding, Remitting, and Reporting](#). Requests for a waiver or a reduction of the withholding will not be entertained unless deductions at source are remitted to CRA.

6.17 Government Smoking Policy

Where the performance of the work requires the presence of the Contractor's personnel on government premises, the Contractor shall ensure that its personnel shall comply with the policy of the Government of Canada which prohibits smoking on any government premises.

6.18 Access to Government Facilities/Equipment

Access to the facilities and equipment necessary to the performance of the work shall be provided through arrangements to be made by the Technical Authority named herein. There will be however, no day-to-day supervision of the Contractor's activities, nor control of the Contractor's hours of work by the Technical Authority.

The Contractor undertakes and agrees to comply with all Standing Orders and Regulations in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fires.



ANNEX A - STATEMENT OF REQUIREMENT

Benchtop Ultrasonic Coating System

The National Research Council Canada (NRC) has a requirement for quantity of one (1) Benchtop Ultrasonic Coating System, hereby known as "The System". The System will replace NRC's existing ultrasonic spray coater, and must improve catalyst coating performance, and yield better ultrasonic probe, liquid dispense, and spray pattern control. The System will be used to manufacture Catalyst Coated Membrane (CCM), Gas Diffusion Electrode (GDE), polymer membrane, Micro Porous Layer (MPL), and thin film coating. A typical spray process must use 10-25 ml of ink for each sample.

1.0 Requirement/Specifications:

1.1 The System **must** meet all of the following minimum Mandatory Technical Specifications:

1.1.1	The System – qty 1: Benchtop Ultrasonic Spray Coater must include: - a gantry servo robot motion system inside a containment; - ultrasonic spray nozzle(s) attached to the gantry; - a liquid dispense system; - a sample holding table; and - Microsoft Windows 10 (or newer) based control system.
1.1.2	The System must have electric power, compressed air supply and ventilation a. Electric power: 120 or 208 VAC, 60Hz single phase; b. Compressed air supply c. Exhaust venting: 4-5 inch pipe connection (to be connected a HEPA filtered duct pipe in the lab)
1.1.3	All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.
1.1.4	The System must have an ultrasonic spray nozzle(s) that has: - a horn shape nozzle, ink/liquid flow through nozzle; - One (1) nozzle working frequency 120kHz or 130 kHz (for spray coating of fuel cell catalyst layer of membrane electrode assembly or similar job). Replaceable with other frequency nozzle. - a spray pattern width: 2-15 mm, adjustable by adjusting shaping air or nozzle distance to the substrate, integrated control. - is compatible to use with various liquids including water, methanol, ethanol, Isopropyl Alcohol (IPA), Nitrophenyl Acetate (NPA), Dimethylformamide (DMF), Tetrahydrofuran (THF), acetone, Dimethylacetamide (DMAc), toluene, N-Methyl-2-pyrrolidone (NMP) or similar solvents and mixtures of these liquids, and dispersion of 1-5 weight per cent of particles including activated carbon, carbon, or ceramic supported catalyst, metal, metal oxide in these liquids.
1.1.5	The System must have Gantry/XYZ servo robot motion system with: a. Coverage: $\geq 380\text{mm}(X) \times 380\text{mm}(Y) \times 100\text{mm}(Z)$; b. Motion speed during spray: 0 mm/s to $\geq 100\text{mm/s}$; c. Spray coating area coverage: $\geq 300\text{mm} \times 300\text{mm}$; d. User friendly control software for creating/setting spray pattern process parameters, times (number) of spray, showing amount of liquid used each spray, total amount of liquid used and remaining amount of liquid; e. Laser targeting for coating position and wireless robot axes positioning/jogging facility.
1.1.6	The System must have liquid dispensing: a. with an integrated syringe pump with a magnetic stirring reservoir. Liquid capacity $\geq 60\text{ml}$. b. with liquid dispense flow rate control: within the range of 0.1 mL/min to 3 mL/min. Dispensing accuracy of $\pm 1\%$; c. syringes used must be compatible with liquid water, methanol, ethanol, Isopropyl Alcohol (IPA), Nitrophenyl Acetate (NPA), Dimethylformamide (DMF), Tetrahydrofuran (THF), acetone, Dimethylacetamide (DMAc), toluene, N-Methyl-2-pyrrolidone (NMP) or similar solvent and mixtures of these liquids, and dispersion of 0-5 weight per cent of particle including activated carbon, carbon or ceramic supported catalyst, metal, metal oxide in these liquids. d. with a magnetic stirring syringe and kit



	e. with a syringe pump auto refill. f. capable to add ultrasonic syringe and kit.
1.1.7	The System must have a heated vacuum table: -heated vacuum substrate platform/table; -can hold sample size $\geq 300\text{mm} \times 300\text{mm}$; - with maximum heating temperature ≥ 150 degree celsius
1.1.8	The System must have a computer and system control software: -a computer with integrated ultrasonic spray coating control system; -a Microsoft Windows 10 or newest version operation system; -English language version.

1.2 Manuals and Documentation

The contractor must deliver with The System, one (1) complete set of documentation in English in both hard (printed document) and soft (electronic document) copy. The documentation must include all publications pertaining to technical specifications, installation requirements and operating instructions. All electronic documents must be in Adobe PDF format delivered on CD or DVD.

2.0 Delivery

The System must be delivered in accordance with best commercial standards and the contractor must deliver to a ground level loading dock.

3.0 Installation support

The contractor must provide installation support to the National Research Council employee/Technical Authority (NRC representative) listed in the contract. The Contractor must provide the installation support service through video conference when the installation is conducted by the NRC representative. The contractor must confirm/ensure that the installed items are correctly adjusted, calibrated and serviced such that The System is ready for operational use on delivery.

4.0 Warranty

The manufacturer warranty coverage for The System must be for a minimum term of one (1) year. The manufacturer warranty must include all parts, labour and shipping.



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.

The System must be consigned and delivered to the destination specified. Incoterms® 2020 “DAP Delivered At Place” Vancouver BC. Customs duties are excluded and Applicable Taxes are extra.

Item	Description	Number of Units	Unit of Issue	Extended Price (Number of Units X Fixed Unit Price)
1	Benchtop Ultrasonic Coating System – The System , in accordance with Annex A, includes delivery, installation support and warranty.	1	Lot	\$ _____
Total Price (CAD) Applicable taxes are extra Customs duties excluded				\$ _____



ANNEX C – EVALUATION CRITERIA

The following items 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 must demonstrate their compliance with all Technical Evaluation Criteria, by providing substantial information describing completely and in detail how each requirement is met or addressed. Simply repeating the statement contained in the bid solicitation is not sufficient.

ITEM	MANDATORY TECHNICAL CRITERIA (MTC) BENCHTOP ULTRASONIC COATING SYSTEM – THE SYSTEM:	Bidders are requested to cross reference the MTCs in a concise format by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation.
MTC 1.	Must have Gantry/XYZ servo robot motion system with: <ul style="list-style-type: none"> a. Coverage: $\geq 380\text{mm}(X) \times 380\text{mm}(Y) \times 100\text{mm}(Z)$; b. Motion speed during spray: 0 mm/s to $\geq 100\text{mm/s}$; c. Spray coating area coverage: $\geq 300\text{mm} \times 300\text{mm}$; 	<p style="text-align: center;">Document Name:</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Page Number:</p> <p style="text-align: center;">_____</p>
MTC 2.	The Bidder must submit a duly signed Compliance Certification - B1501C (2018-06-21) for Electrical Equipment in Part 5 with their bid. Bidder's that do not include this certification will be deemed non-compliant.	<p style="text-align: center;">Document Name:</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Page Number:</p> <p style="text-align: center;">_____</p>
MTC 3.	Must have a heated vacuum table: <ul style="list-style-type: none"> -heated vacuum substrate platform/table; -can hold sample size $\geq 300\text{mm} \times 300\text{mm}$; - with maximum heating temperature ≥ 150 degree Celsius 	<p style="text-align: center;">Document Name:</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Page Number:</p> <p style="text-align: center;">_____</p>
MTC 4.	Must have liquid dispensing: <ul style="list-style-type: none"> a. with an integrated syringe pump with a magnetic stirring reservoir. Liquid capacity $\geq 60\text{ml}$. b. with liquid dispense flow rate control: within the range of 0.1 mL/min to 3 mL/min. Dispensing accuracy of $\pm 1\%$; 	<p style="text-align: center;">Document Name:</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Page Number:</p> <p style="text-align: center;">_____</p>
MTC 5.	Must have syringes compatible with liquid water, methanol, ethanol, Isopropyl Alcohol (IPA), Nitrophenyl Acetate (NPA), Dimethylformamide (DMF), Tetrahydrofuran (THF), acetone, Dimethylacetamide (DMAc), toluene, N-Methyl-2-pyrrolidone (NMP) or similar solvent and mixtures of these liquids, and dispersion of 0-5 weight per cent of particle including activated carbon, carbon or ceramic supported catalyst, metal, metal oxide in these liquids.	<p style="text-align: center;">Document Name:</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Page Number:</p> <p style="text-align: center;">_____</p>
MTC 6.	Must have a computer and system control software: <ul style="list-style-type: none"> -a computer with integrated ultrasonic spray coating control system; -a Microsoft Windows 10 or newest version operation system; 	<p style="text-align: center;">Document Name:</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Page Number:</p> <p style="text-align: center;">_____</p>



Attachment 1 to PART 5 OF THE BID SOLICITATION

Original Equipment Manufacturer (OEM) Certification

OEM Certification Form	
This form 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.	
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	_____
Date signed	_____
Solicitation Number	_____
Name of Bidder	_____