

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1
Bid Fax: (204) 983-0338

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

This document contains a Security Requirement.

Title - Sujet SmartCyclers	
Solicitation No. - N° de l'invitation 6D063-132143/A	Date 2013-08-23
Client Reference No. - N° de référence du client PHAC	
GETS Reference No. - N° de référence de SEAG PW-\$WPG-211-8619	
File No. - N° de dossier WPG-3-36097 (211)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-10-07	
Time Zone Fuseau horaire Central Daylight Saving Time CDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Wiebe, Amanda	Buyer Id - Id de l'acheteur wpg211
Telephone No. - N° de téléphone (204) 983-7032 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PUBLIC HEALTH AGENCY OF CANADA UNIT 41 820 BERRY ST WINNIPEG Manitoba R3H1H2 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Western
Region
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1

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

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PART 1 - GENERAL INFORMATION**1. Security Requirement**

There is a security requirement associated with the requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection, and Part 6 - Resulting Contract Clauses.

2. Requirement

The requirement is detailed under Article 2 of the resulting contract clauses.

5. 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

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>) 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 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: ninety (90) days

1.1 SACC Manual Clauses

B3000T (2006-06-16) Equivalent Products

2. Submission of Bids

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

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

4.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the

Contracting Authority at least seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

5. Applicable Laws

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

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.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

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](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

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

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

A) Ability to perform the full scope of the work as described in Annex "A".

B) Provision of firm pricing for all items in Annex "B", Basis of Payment.

1.2 Financial Evaluation

SACC Manual Clause A0220T (2013-04-25), Evaluation of Price

2. Basis of Selection

2.1. To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory technical evaluation criteria; and
- c. submit a completed compliance matrix at Annex A1.

2.2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

3. Security Requirement

1. Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

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3. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents website.

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. 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 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\)](#) - Labour's website.

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

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

- 1.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE 6D063-13-2143

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening (DOS)**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide, attached at Annex C;
 - (b) Industrial Security Manual (Latest Edition).

2. Requirement

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

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>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2013-04-25), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to 24 months from date of award inclusive.

4.2 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex B - "Basis of Payment" of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Amanda Wiebe
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
100-167 Lombard Ave.
Winnipeg, MB
R3C 2Z1

Telephone: 204-983-7032
Facsimile: 204-983-7796
E-mail address: amanda.wiebe@pwgsc-tpsgc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is: TO BE DETERMINED

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

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

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

5.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

7. Payment**7.1 Basis of Payment**

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

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

7.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

7.3 Single Payment

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

8. Invoicing Instructions

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

2.Invoices must be distributed as follows:

a.The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

9. Certifications**9.1 Compliance**

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

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

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions General Conditions (2013-04-25) - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;;
- (f) the Contractor's bid dated _____ (*insert date of bid*)

13. SACC Manual Clauses

B1501C (2006-06-16) Electrical Equipment
B7500C (2006-06-16) Excess Goods
A9068C (2010-01-11) Government Site Regulations
G1005C (2008-05-12) Insurance
C5201C (2008-05-12) Prepaid Transportation Costs

ANNEX "A" REQUIREMENT

Public Health Agency of Canada, Winnipeg, MB has a requirement for two (2) Cepheid Smart Cyclers.

Cepheid Smart Cycler is a real-time PCR detection system that automates the entire amplification and detection process. This ensures highly accurate and consistent results from prepared biological samples. The Smart Cycler is unique in that it has 16 independently programmable reaction sites for maximum flexibility. Up to 16 different cycling protocols can be performed simultaneously in one system. Multiple experimental runs can be started at different times, allowing several operators to use the system concurrently. This helps minimise the number of runs per specimen when compared to other PCR platforms and significantly reduces turn-around-times for diagnostic results. One unit will be used by the Pathogenic Neisseria, Syphilis and Vaccine Preventable Disease Section and the other unit will be used by the Streptococcus and STI Unit.

MANDATORY SPECIFICATIONS - CEPHEID- SMARTCYCLER - SEE ANNEX A1 - COMPLIANCE MATRIX ATTACHED.

Completion of the Compliance Matrix is mandatory to be considered responsive to the Request for Proposal.

ANNEX B BASIS OF PAYMENT

Offerors must complete the Basis of Payment in accordance with the following:

1. Provide pricing for all Contract Items and the Optional Additional Units.
2. PRICING must be firm unit pricing, GST extra, all inclusive for the period of the contract. Rates MUST include ALL costs (freight and offloading) associated with providing the goods in accordance with the Requirement, Annex A attached herein. GST, if applicable, is to be shown as a separate item on any resulting invoice.
4. Should there be an error in the extended pricing of the contractor's offer, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the contractor's offer shall be changed to reflect the quantities stated in this document.

The goods must be delivered FOB destination to:

Public Health Agency of Canada Warehouse
820 Berry St., Unit 41
Winnipeg, MB.
R3H 1H2

Supplier to provide best delivery time from date of order.

This section, when completed, will be considered as the Bidders Financial Proposal and payment will be made in accordance with the following pricing.

TABLE 1 - CONTRACT ITEMS

Item	Description	Qty	Unit of Issue	Unit Price	Extended Total
1	Cepheid Smart Cycler II Thermal Cycler Cepheid #SC2500N41	2	each	\$ _____	\$ _____
TOTAL PRICE (excluding GST):					\$ _____

While delivery is requested within 2 weeks of contract award, the best delivery that could be offered is _____ weeks/days from date of order.

TABLE 2: IRREVOCABLE OPTION TO PURCHASE ADDITIONAL UNITS

Item	Description	Qty	Unit of Issue	Unit Price	Extended Total
1	Cepheid Smart Cycler II Thermal Cycler Cepheid #SC2500N41	4	each	\$ _____	\$ _____
TOTAL PRICE (excluding GST):					\$ _____

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ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

Please see attached.