

**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

E-mail/Courriel : mark.walton@tpsgc-pwgsc.gc.ca

Title - Sujet Laboratory steam sterilizer	
Solicitation No. - N° de l'invitation 39903-160508/A	Date 2015-09-17
Client Reference No. - N° de référence du client 39903-160508	
GETS Reference No. - N° de référence de SEAG PW-\$\$\$PV-903-68016	
File No. - N° de dossier pv903.39903-160508	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-10-28	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Walton, Mark	Buyer Id - Id de l'acheteur pv903
Telephone No. - N° de téléphone (819) 956-3813 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CANADIAN FOOD INSPECTION AGENCY BUILDING 22 CENTRAL EXPERIMENTAL FARM 960 CARLING AVENUE ATT: DAN SIMARD OTTAWA Ontario K1A 0C6 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

Scientific, Medical and Photographic Division / Division de
l'équipement scientifique, des produits photographiques et
pharmaceutiques
11 Laurier St./ 11 rue, Laurier
6B1, Place du Portage
Gatineau, Québec K1A 0S5

Delivery Required - Livraison exigée 2016-03-31	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



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Laboratory steam sterilizer, in accordance with the mandatory specifications at Annex "A"	39903	39903	1	Each	\$	\$	2016-03-31	

Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pv903

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39903-160508

File No. - N° du dossier

pv90339903-160508

CCC No./N° CCC - FMS No/ N° VME

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LABORATORY STEAM STERILIZER

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LABORATORY STEAM STERILIZER

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Requirement

The Contractor must provide the items detailed under the "Line Item Detail", and further detailed in the Mandatory Specifications at 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.

1.4 Trade Agreements

"The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

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>) 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 (2015-07-03) 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

2.1.1 SACC Manual Clauses

SACC Reference	Title	Date
<u>B1000T</u>	Condition of Material	2007-11-30

2.2 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.

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, Canada**.

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

3.1 Bid Preparation Instructions

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

- Section I: Technical Bid - Two (2) hard copies
- Section II: Financial Bid - One (1) hard copy
- Section III: Certifications - At least one (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.

3.1.1 Installation

On-site installation must be provided and shall be carried out by a qualified service technician. State your best installation schedule. Installation will be carried out within _____ calendar days of delivery and be completed within _____ calendar days.

3.1.2 Manuals

Manuals are considered a part of the equipment. One (1) operator and one (1) service manual (paper or CD-ROM format), in English or French, must be sent together with the equipment.

3.1.3 Training

On-site user training must be provided for up to 3 users. All costs associated with the on-site training must be included in the price.

On-site training will be completed within _____ calendar days of installation. Provide complete details of training e.g. duration, scope, etc,

3.1.4 Service

Purchase of the system must include: regional technical support; technical phone support; support via the Internet; and support via a fax-back document system.

Response for service shall be within 24 hours or less.

Also, provide the following with your bid:

a) Location of available service facilities (after sales service and repair). List the service facilities closest to the destination.

b) Locations of available replacement parts from consumables to major components.

c) 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).

d) List the frequency of routine maintenance visits provided by a qualified service technician during the warranty period, if applicable and included in the price.

3.1.5 Product(s) Offered

The Bidder must indicate the make and model number of the products offered (identify specific components which make up the system):

Name of Manufacturer: _____

Model/Part Number: _____

Literature attached: Yes (____) No (____)

3.1.6 Delivery

While delivery is requested by **March 31, 2016**, the best delivery that could be offered by the Bidder is _____.

3.1.7 Software Updates *(If applicable)*

The contractor shall provide all software updates and new releases to the purchaser for a period of one year following the acceptance, at no additional cost.

Note: The word "updates" means all enhancements, extensions or other modifications to the software. The word "releases" means enhancements or modifications to the software or new modules or supplementary modules that function in conjunction with the software, that represent the next generation of software, and which the Contractor has decided to make available to its customers usually for an additional charge.

3.1.8 Contacts

Bidders are requested to provide the following: Information pertaining to Article 5.3 Contractor Representatives under Part 6, Resulting Contract Clauses.

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.

3.2.1 Exchange Rate Fluctuation

- C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications 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

- a) **For Items Defined by Specifications:** The bidder is requested to cross reference the mandatory technical criteria contained herein to their supporting technical documentation.
- b) **Provision of Supporting Technical Documentation:** Supporting technical documentation for the stores offered shall be provided with the bid at time of bid closing. Technical brochures or technical data **MUST** be provided to verify compliancy to the technical mandatory specifications.

3. COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS REQUEST FOR PROPOSAL (MANDATORY)

4. **FOR CANADIAN SUPPLIERS ONLY:** Please note that the requirements of the Federal Contractors Program for Employment Equity may apply - see herein. (MANDATORY)

4.1.1.1 Mandatory Technical Criteria

- Technical Compliance
- Compliance with Pricing Basis
- Proposal complete and signed
- Employment Equity

4.1.2 Financial Evaluation

- SACC Manual Clause A0222T (2014-06-26), Evaluation of Price - Canadian / Foreign Bidders

4.2 Basis of Selection

4.2.1 SACC Manual Clause

SACC Reference	Title	Date
A0031T	Basis of Selection - Mandatory Technical Criteria Only	2010-08-16
A0069T	Basis of Selection	2007-05-25

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. 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 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-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 – List of Names

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.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

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](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 [Employment and Social Development Canada \(ESDC\) - 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Requirement

The Contractor must provide the items detailed under the "Line Item Detail", and further detailed in the Mandatory Specifications at Annex "A".

6.2.1 Service

- a) Location of available service facilities (after sales service and repair). Service facilities closest to the destination.
- b) Locations of available replacement parts from consumables to major components.
- c) 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).
- d) List the frequency of routine maintenance visits provided by a qualified service technician during the warranty period, if applicable and included in the price.

6.2.2 Installation

On-site installation must be provided and shall be carried out by a qualified service technician. Installation will be carried out within _____ calendar days of delivery and be completed within _____ calendar days.

6.2.3 Manuals

Manuals are considered a part of the equipment. One (1) operator and one (1) service manual (paper or CD-ROM format), in English or French, must be sent together with the equipment.

6.2.4 Training

On-site user training must be provided for up to 3 users. On-site training will be completed within _____ calendar days of installation.

6.2.5 Software Updates

The contractor shall provide all software updates and new releases to the purchaser for a period of one year following the acceptance, at no additional cost.

Note: The word "updates" means all enhancements, extensions or other modifications to the software. The word "releases" means enhancements or modifications to the software or new modules or supplementary modules that function in conjunction with the software, that represent the next generation of software, and which the Contractor has decided to make available to its customers usually for an additional charge.

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](#) (2015-07-03), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

- [4003](#) Supplemental General Conditions - Licensed Software (2010-08-16) and
- [4004](#) Supplemental General Conditions - Maintenance and Support Services for Licensed Software (2013-04-25)

apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before *(date to be inserted at contract award)*.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Mark Walton
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Commercial Consumer Products Directorate
Scientific, Medical, and Photographic Division "PV"
6A2, Phase III, Place du Portage,
11 Laurier Street,
Gatineau, Quebec, Canada K1A 0S5
Telephone: 819-956-3813
Facsimile: 819-956-3814
E-mail address: mark.walton@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: To be identified at contract award

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.

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6.5.3 Contractor's Representative

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

General enquiries

Name: _____
Telephone No. _____
Facsimile No: _____
E-mail address: _____

Delivery Follow-up

Name: _____
Telephone No. _____
Facsimile No: _____
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 the firm unit or lot price(s), as specified in the contract, for a cost of \$ (*amount to be inserted at contract award*). Customs duties are included, and Applicable Taxes are extra.

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

6.6.2 SACC Manual Clauses

SACC Reference	Title	Date
<u>H1000C</u>	Single Payment	2008-05-12

6.7 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.

(b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, 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.

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, Canada**.

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.

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- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4003 Supplemental General Conditions - Licensed Software (2010-08-16) and 4004 Supplemental General Conditions - Maintenance and Support Services for Licensed Software (2013-04-25);
- (c) the general conditions 2010A (2015-07-03), General Conditions - Goods (Medium Complexity),
- (d) the Contractor's bid dated _____

6.11 SACC Manual Clauses

SACC Reference	Title	Date
<u>A2000C</u>	Foreign Nationals (Canadian Contractor)	2006-06-16
<u>A9068C</u>	Government Site Regulations	2010-01-11
<u>B1501C</u>	Electrical Equipment	2006-06-16

6.12 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and Delivered Duty Paid (DDP) Ottawa, Ontario, Incoterms 2000 for shipments from a commercial contractor.

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ANNEX "A"

MANDATORY SPECIFICATIONS

NOTE: BIDDERS MUST INDICATE CLEARLY WHERE THEIR BID OR ANY ATTACHMENT THERETO STATES THAT THE ITEM(S) OFFERED MEET(S) EACH OF THE FOLLOWING MANDATORY SPECIFICATIONS. FAILURE TO DO SO, OR NON-COMPLIANCE WITH ANY OF THEM, WILL RENDER YOUR BID NON-RESPONSIVE.

- 1- Steam generator must operate on 600V **PROPOSAL REFERENCE:** _____
- 2- Steam generator should be within the cabinet of the sterilizer under the chamber
PROPOSAL REFERENCE: _____
- 3- Foot print no larger than W30" x D 45" **PROPOSAL REFERENCE:** _____
- 4- Chamber should be at least 20 x 20 x 38" **PROPOSAL REFERENCE:** _____
- 5- Sterilization phase must be able to perform at 121°C **PROPOSAL REFERENCE:** _____
- 6- Ink on paper printer **PROPOSAL REFERENCE:** _____
- 7- Manual vertical sliding door **PROPOSAL REFERENCE:** _____
- 8- Touch screen that shows cycle status, temperature, pressure, minutes left on cycle, cycle phase
PROPOSAL REFERENCE: _____