



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

Public Works and Government Services / Travaux  
publics et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3  
Bid Fax: (613) 545-8067

**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**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services / Travaux publics  
et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

<b>Title - Sujet</b> PHILIPS GREENPOWER LED TOPLIGHTING	
<b>Solicitation No. - N° de l'invitation</b> 01686-170501/A	<b>Date</b> 2016-10-03
<b>Client Reference No. - N° de référence du client</b> 01686-17-0501	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-615-7013	
<b>File No. - N° de dossier</b> KIN-6-46115 (615)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-11-14</b>	<b>Time Zone Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Denbeigh, Andrew	<b>Buyer Id - Id de l'acheteur</b> kin615
<b>Telephone No. - N° de téléphone</b> (613) 484-1586 ( )	<b>FAX No. - N° de FAX</b> (613) 545-8067
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> DEPARTMENT OF AGRICULTURE AND AGRI-FOOD GREENHOUSE&PROCESSING CROPS 2585 COUNTY RD 20 HARROW Ontario N0R1G0 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

Agriculture and Agri-Food Canada (AAFC) has a requirement for the provision of Philips GreenPower Light Emitting Diode (LED) Toplighting fixtures that have identical characteristics to fixtures currently in use supporting the Greenhouse Research Program at the Agriculture and Agri-Food Canada, Harrow Research and Development Centre. AAFC is using limited tendering procedures, as allowed under the North American Free Trade Agreement (NAFTA) Article 1016.2 (b) and (d) and the Agreement on Internal Trade (AIT) Article 506, paragraph 12.(a) and 12.(b), to meet the requirement.

Delivery is required by 2016-01-31.

The requirement is detailed under Article 6.2 of the resulting contract clauses.

### **1.2 Debriefings**

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

### **1.3 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 (2016-04-04) 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: 60 days  
Insert: 120 days

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

*SACC Manual* clause B4024T (2006-08-15), No Substitute Products

### **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 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

### **2.4 Applicable Laws**

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

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

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## **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: Financial Bid (1 hard copy)

Section II: 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: 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.

##### **3.1.1 Exchange Rate Fluctuation**

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

#### **Section II: Certifications**

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

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Financial Evaluation**

##### **4.1.1.1 Mandatory Financial Criteria**

Any bid which fails to meet the following mandatory requirements will be deemed non-responsive and will receive no further consideration:

- a) Bids must not contain any alteration to Annex "B" - Basis of Payment, other than the addition of the Bidder's firm unit pricing for the Items. Bidders must provide unit pricing for all Items.
- b) Bids must not contain any condition or qualification placed upon the bid.
- c) Pricing must be firm in Canadian currency, excluding applicable taxes, and must not be indexed or tied to an escalation factor.

##### **4.1.1.2 Financial Evaluation**

For each Item, the Bidder's Unit Price will be multiplied by the Quantity to calculate the Extended Price. The sum of the Extended Price of all Items will be the Bidder's Evaluated Price.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Delivered Duty Paid, Canadian customs duties and excise taxes included.

### **4.2 Basis of Selection**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest Evaluated Price will be recommended for award of a contract.

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## 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 [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 with its bid the required documentation, as applicable, 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 [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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

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 the Contract.

### 6.2 Requirement

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

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

2010A (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to 2017-03-31 inclusive.

#### 6.4.2 Delivery Date

All the deliverables must be received on or before 2017-01-31.

##### 6.4.2.1 Shipping Instructions – Delivered Duty Paid

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

Incoterms 2000 "DDP Delivered Duty Paid" Agriculture and Agri-Food Canada, Harrow Research and Development Centre, Harrow, Ontario.



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KIN-6-46115

Buyer ID - Id de l'acheteur  
kin615  
CCC No./N° CCC - FMS No./N° VME

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## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Andrew Denbeigh  
Title: Supply Specialist

Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Ontario Region  
Address: 86 Clarence St. 2<sup>nd</sup> floor

Telephone: 613 484-1586  
Facsimile: 613 545-8067  
E-mail address: Andrew.Denbeigh@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 Project Authority

The Project Authority for the Contract is: *[Note to Bidders: Canada will insert information at time of Contract award]*

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.

### 6.5.3 Contractor's Representative *[Note to Bidders: Please fill in required information]*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Procurement Business Number: \_\_\_\_\_

## **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 a firm price, as specified in Annex "B" for a cost of \$\_\_\_\_\_ *[Note to Bidders: Canada will 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.

### **6.6.2 Single Payment**

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

## **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 and Additional Information**

### **6.8.1 Compliance**

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

## **6.9 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario. *[Note to Bidders: As per Article 2.4, if a Bidder specified a difference province/territory, Canada will insert information at time of award]*

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## 6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2016-04-04), General Conditions – Goods (Medium Complexity);
- (c) Annex A, Requirement
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_. *[Note to Bidders: Canada will insert information at time of award]*

## 6.11 SACC Manual Clauses

SACC Manual clause G1005C (2016-01-28), Insurance – No Specific Requirement

## 6.12 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods 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 requirements of the Statement of Work 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.

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## **ANNEX "A"**

### **REQUIREMENT**

#### **1. Background**

Agriculture and Agri-Food Canada (AAFC), The Harrow Research and Development Centre (HRDC), Harrow, Ontario, requires the purchase of Philips GreenPower Light Emitting Diode (LED) Toplighting fixtures that have identical characteristics to fixtures currently in use supporting the Greenhouse Research Program at the Agriculture and Agri-Food Canada, Harrow Research and Development Centre, Harrow ON.

#### **2. Technical Specifications**

The Philips GreenPower LED Toplighting fixtures must meet the following Technical Specifications in order to match characteristics of fixtures currently used by the Greenhouse Research Program at the Agriculture and Agri-Food Canada, Harrow Research and Development Centre, Harrow ON.

##### **2.1 Quantity of Fixtures and Type**

- 2.1.1 Supply of 36 fixtures - Deep Red/Blue - Low Blue - GPL Toplighting DR/LB Order code 303818 9290 009 79906. Voltage 200 – 400 Volts, Power Assumption 215 Watts, Output 550 micromoles per second.
- 2.1.2 Supply of 21 fixtures - Deep Red/Blue-Low Blue-Wide Beam - GPL Toplighting DR/B LB Order code 303834 9290 009 80006. Voltage 200 – 400 Volts, Power Assumption 215 Watts, Output 520 micromoles per second.
- 2.1.3 Supply of 40 fixtures - Deep Red/Blue-High Blue - GPL Toplighting DR/B HB Order code 303859 9290 009 80206. Voltage 200 – 400 Volts, Power Assumption 200 Watts, Output 520 micromoles per second.

##### **2.2 All fixtures must have photosynthetically active radiation (PAR) efficiency of greater than or equal to 2.4 micromoles per watt second or 2.4 micromoles per joule.**

##### **2.3 The following installation accessories are also required:**

- 2.3.1 Mounting Brackets – Quantity 200.
- 2.3.2 Jumper Cables – Quantity 40.
- 2.3.3 Main Cables – Quantity 16.
- 2.3.4 End Caps – Quantity 16.

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## ANNEX "B"

### BASIS OF PAYMENT

Prices herein are firm and all-inclusive in Canadian Dollars, Delivered Duty Paid (Agriculture and Agri-Food Canada (AAFC), The Harrow Research and Development Centre (HRDC), Harrow, Ontario), including Canadian customs duties and excise taxes, excluding HST. HST is not included in the pricing below and will be shown as a separate item on all invoices.

Item #	Model Number	Description	Quantity	Unit Price	Extended Price
1	Philips GPL 6NC 303818 12NC 9290 009 79906	Deep Red/Blue - Low Blue - GPL Toplighting DR/LB	36	\$_____/fixture	\$_____
2	Philips GPL 6NC 303834 12NC 9290 009 80006	Deep Red/Blue-Low Blue- Wide Beam - GPL Toplighting	21	\$_____/fixture	\$_____
3	Philips GPL 6NC 303859 12NC 9290 009 80206	Deep Red/Blue-High Blue - GPL Toplighting DR/B HB	40	\$_____/fixture	\$_____
4	Philips GPL 6NC 303925 12NC 920 015 08106	Toplighting Mounting Bracket NAM	200	\$_____/bracket	\$_____
5	Philips GPL 6NC 303933 12NC 9290 015 08206	Toplighting Jumper	40	\$_____/jumper	\$_____
6	Philips GPL 6NC 304188 12NC 9290 015 16206	Toplighting Main Power Cable	16	\$_____/cable	\$_____
7	Philips GPL 6NC 303966 12NC 9290 009 15606	Toplighting End Caps	16	\$_____/cap	\$_____