



**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

<b>Title - Sujet</b> Reach-In Environmental Chamber	
<b>Solicitation No. - N° de l'invitation</b> 23240-180058/A	<b>Date</b> 2017-05-17
<b>Client Reference No. - N° de référence du client</b> 23240-180058	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PV-903-72885	
<b>File No. - N° de dossier</b> pv903.23240-180058	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-06-27</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<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> Walton, Mark	<b>Buyer Id - Id de l'acheteur</b> pv903
<b>Telephone No. - N° de téléphone</b> (873) 469-3185 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> NATURAL RESOURCES CANADA 1219 QUEEN ST EAST ROOM AA112 SAULT STE MARIE Ontario P6A 2E5 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

<b>Delivery Required - Livraison exigée</b> 2017-10-13	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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**REACH-IN ENVIRONMENTAL CHAMBER**

**TABLE OF CONTENTS**

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 SECURITY REQUIREMENTS .....	3
1.2 REQUIREMENT .....	3
1.3 DEBRIEFINGS .....	3
1.4 TRADE AGREEMENTS .....	3
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>3</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	3
2.2 SUBMISSION OF BIDS.....	3
2.3 ENQUIRIES - BID SOLICITATION.....	4
2.4 APPLICABLE LAWS.....	4
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>4</b>
3.1 BID PREPARATION INSTRUCTIONS .....	4
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>6</b>
4.1 EVALUATION PROCEDURES.....	6
4.2 BASIS OF SELECTION.....	7
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>7</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	7
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD .....	7
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>8</b>
6.1 SECURITY REQUIREMENTS .....	8
6.2 REQUIREMENT .....	8
6.3 STANDARD CLAUSES AND CONDITIONS.....	8
6.4 TERM OF CONTRACT .....	9
6.5 AUTHORITIES .....	9
6.6 PAYMENT .....	10
6.7 INVOICING INSTRUCTIONS .....	10
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	11
6.9 APPLICABLE LAWS.....	11
6.10 PRIORITY OF DOCUMENTS .....	11
6.11 SACC <i>MANUAL</i> CLAUSES .....	11
6.12 SHIPPING INSTRUCTIONS .....	11
<b>ANNEX "A".....</b>	<b>12</b>
PART 1 - REQUIREMENT.....	12
PART 2.1 - MANDATORY TECHNICAL EVALUATION CRITERIA .....	13
<b>ANNEX "B".....</b>	<b>18</b>
PRICING TABLES .....	18
<b>ANNEX "C" .....</b>	<b>20</b>
LIST OF PRODUCTS .....	20

Solicitation No. - N° de l'invitation  
23240-180058/A  
Client Ref. No. - N° de réf. du client  
23240-180058

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv903.23240-180058

Buyer ID - Id de l'acheteur  
pv903  
CCC No./N° CCC - FMS No./N° VME

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<b>ANNEX "D"</b> .....	<b>21</b>
COMPLETE LIST OF DIRECTORS .....	21
<b>ANNEX "E" TO PART 3 OF THE BID SOLICITATION</b> .....	<b>22</b>
ELECTRONIC PAYMENT INSTRUMENTS .....	22

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## REACH-IN ENVIRONMENTAL CHAMBER

### PART 1 - GENERAL INFORMATION

#### 1.1 Security Requirements

There is no security requirement applicable to the Bid Solicitation.

#### 1.2 Requirement

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

##### 1.2.1 Optional Requirement

The Contractor grants to Canada the irrevocable option to purchase up to an additional 9 units under the same terms and conditions and at the prices 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. Any additional units ordered under this clause must be delivered within \_\_\_ (**bidder to specify**) days of exercising the option.

#### 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 **fifteen (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 World Trade Organization Agreement on Government Procurement (WTO-AGP), 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) (<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](#) (2017-04-27) 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: 90 days

#### 2.2 Submission of Bids

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

**Bid Receiving - PWGSC**

270 Albert Street, 7th Floor, Room 702  
Ottawa, Ontario  
For couriers: J8X 4A6

Solicitation No. - N° de l'invitation  
23240-180058/A  
Client Ref. No. - N° de réf. du client  
23240-180058

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv903.23240-180058

Buyer ID - Id de l'acheteur  
pv903  
CCC No./N° CCC - FMS No./N° VME

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For regular mail: K1A 0S5  
Telephone: (819) 420-7201  
Fax No.: (819) 997-9776

The above address is for the sole purpose of bid submission. No other communications are to be forwarded to this address.

No proposal shall be sent directly to the PWGSC Contracting Authority. Proposals sent directly to the PWGSC Contracting Authority will not be considered.

### **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

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

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

The technical bid consists of the following:

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

### **Section II: Financial Bid**

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment including Annex "B" – Pricing Tables.

- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

### 3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "E" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "E" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

### 3.1.2 Exchange Rate Fluctuation

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

### Section III: Certifications

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

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Evaluation Criteria

The mandatory technical evaluation criteria are detailed in Annex "A", Part 2.1.

#### 4.1.2 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Aggregated Bid Price in accordance with the pricing tables provided in Annex "B" - Pricing Tables.

### Evaluation of Price - Bid

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP Sault Ste. Marie, Ontario, Incoterms® 2000, Canadian customs duties and excise taxes included.

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

## 4.2 Basis of Selection

### 4.2.1 SACC Manual Clause [A0069T](#) (2007-05-25) - Basis of Selection

## 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.

#### 5.1.2 Additional Certifications Required with the Bid

##### 5.1.2.1 Product Conformance

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

\_\_\_\_\_  
Bidder's authorized representative signature

\_\_\_\_\_  
Date

### 5.2 Certifications Precedent to Contract Award

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](#) 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

#### 6.2.1 Requirement

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

#### 6.2.2 Optional Requirement

- a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both as further described in Annex "B" under the same terms and 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.
- b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.
- c) **Option to Purchase Additional units:** The Contractor grants to Canada the irrevocable option to purchase additional units under the same terms and conditions and at the prices and/or rates stated in the Contract.

### 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.

The [2010A](#) (2016-04-04), General Conditions - Goods (Medium Complexity) is appended with Section 31- Intellectual Property Infringement and Royalties, as follows:

- 1) The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2) If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to [Department of Justice Act](#), R.S. 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any

settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

- 3) The Contractor has no obligation regarding claims that were only made because:
  - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4) If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
  - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

### 6.3.2 Supplemental General Conditions

- [4001](#) (2015-04-01), Hardware Purchase, Lease and Maintenance,
- [4003](#) (2010-08-16), Licensed Software, and
- [4004](#) (2013-04-25), Maintenance and Support Services for Licensed Software,

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 filled in only at contract award)**.

## 6.5 Authorities

### 6.5.1 Contracting Authority

*The Contracting Authority for the Contract is:*

Mark Walton  
Supply Officer

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Buyer ID - Id de l'acheteur  
pv903  
CCC No./N° CCC - FMS No./N° VME

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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: 873-469-3185  
Facsimile: 819-956-3814  
E-mail address: [mark.walton@tpsgc-pwgsc.gc.ca](mailto: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 filled in only at contract award**

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

#### **6.5.3 Accounts Payable Contact: To be filled in only at contract award**

#### **6.5.4 Contractor's Representative: To be completed by the bidder**

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

##### **General enquiries**

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

##### **Delivery Follow-up**

Name: \_\_\_\_\_  
Tel. No. \_\_\_\_\_ ext: \_\_\_\_\_  
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 a firm unit price(s), as specified in Annex "B" – Pricing Tables for a cost of \$ **(to be filled in only 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 Manual clause [H1000C](#) (2008-05-12) Single Payment

#### **6.6.3 Electronic Payment of Invoices – Contract**

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

**To be filled in only at contract award, based on information provided at Annex E to Part 3**

### **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.
  - (c) Invoices and order confirmations can be sent via e-mail to:  
[NRCan.invoice\\_imaging-service\\_dimagerie\\_des\\_factures.RNCan@canada.ca](mailto:NRCan.invoice_imaging-service_dimagerie_des_factures.RNCan@canada.ca)
  - (d) To facilitate the payment process, it is important that the Contractor quote the contract number on all the invoices, shipping bills and packing slips. Failure to do so will delay payment and the date used for calculating interest on overdue accounts.

## 6.8 Certifications and Additional Information

### 6.8.1 Compliance

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

## 6.9 Applicable Laws

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

- (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, and
  - [4004](#) (2013-04-25), Maintenance and Support Services for Licensed Software,
- (c) the general conditions 2010A (2016-04-04) General Conditions - Goods (Medium Complexity);
- (d) Annex "A", Requirement;
- (e) Annex "C", – List of Products.
- (f) Annex "B", – Pricing Tables.
- (g) the Contractor's bid dated \_\_\_\_\_

## 6.11 SACC Manual Clauses

- SACC Manual clause [B1501C](#) (2006-06-16) Electrical Equipment
- SACC Manual clause [A9068C](#) (2010-01-11) Government Site Regulations
- SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)
- SACC Manual clause [G1005C](#) (2016-01-28) Insurance - - No Specific Requirement

## 6.12 Shipping Instructions

### 6.12.1 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and Delivered Duty Paid (DDP) Sault Ste. Marie, Ontario, Incoterms 2010 for shipments from a commercial contractor.
2. The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

Solicitation No. - N° de l'invitation  
23240-180058/A  
Client Ref. No. - N° de réf. du client  
23240-180058

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv903.23240-180058

Buyer ID - Id de l'acheteur  
pv903  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "A"**

### **Part 1 - REQUIREMENT**

Natural Resources Canada (NR Canada) Great Lakes Forestry Centre, Sault Ste. Marie, ON has a requirement for the supply of quantity 2 each of reach-in environmental chamber, which must meet all of the mandatory technical requirements as specified below and the mandatory evaluation criteria as specified at Part 2.1 - Mandatory Technical Evaluation Criteria. The requirement must include all of the following:

As detailed at Part 2.1 - Mandatory Technical Evaluation Criteria.

The requirement also includes the option to purchase the following additional deliveries on an as and when requested basis:

The requirement must work and operate at all times in accordance with the following mandatory technical requirements and the mandatory evaluation criteria as specified below at Part 2.1 - Mandatory Technical Evaluation Criteria.

## Part 2.1 - MANDATORY TECHNICAL EVALUATION CRITERIA

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

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

ITEM	CRITERIA	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID.
<b>1.CABINET SIZE – These are to accommodate space constraints</b>		
1.1	Minimum interior (growing) volume: 29 cubic feet;	
1.2	Minimum growing height between each equally-spaced shelf and the lights above: 8.5 inches;	
1.3:	Maximum Outer Dimensions	
1.3.1	• Height: 79 inches;	
1.3.2	• Width: 41 inches;	
1.3.3	• Depth: 34 inches	
<b>2. CABINET CONSTRUCTION</b>		
<b>Cabinet construction must include the following:</b>		
2.1	Chamber completely self-contained;	
2.2	Exterior: 18-gauge (minimum thickness) exterior electro-zinc plated steel, stainless steel, aluminum or approved alternative material;	
2.3	Interior: 22-gauge (minimum thickness) electro-zinc plated steel, stainless steel, aluminum or approved alternative material;	
2.4	Welded seams and joints on outer and inner shells;	
2.5	Inner shell supported by non-compressing, minimum R-12 insulation, locking inner liner in place without a metal-to-metal bond to outer case;	
2.6	Wall thickness: 2" (minimum);	
2.7	Access port: 1½" diameter on Right Hand wall;	
2.8	Interior Floor: 22-gauge (minimum thickness) stainless steel equipped with floor drain and hose assembly;	
2.9	Shelving: a total of 4 shelves (white epoxy-coated or stainless steel) per chamber, adjustable in vertical position in ½ inch increments and capable of holding a static weight of a minimum of 120 lbs.;	
2.10	Caster Assembly and adjustable leveling legs required;	
2.11	Door: must block light from entering the chamber, be insulated, be lockable and be larger than the front opening of the chamber;	
2.12	Observation Window in Door: 12" x 12" (minimum) thermal pane window with light-tight, hinged door cover;	

ITEM	CRITERIA	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID.
2.13	Interior Finish: Highly reflective, high temperature baked white powder coating or approved alternative;	
2.14	Exterior Finish: High temperature baked powder coating or approved alternative. Colour to be from manufacturer's standard palette.	
<b>3. TEMPERATURE</b>		
3.1	RANGE: both of the temperature range requirements below must be met:	
3.1.1	Maintain -10°C to 44°C with all lights OFF. Temperature uniformity must be $\pm 0.5^\circ\text{C}$ throughout the chamber on a horizontal plane;	
3.1.2	Maintain +10°C to 44°C with all lights ON. A lower low-end to this range is preferred. Temperature uniformity must be $\pm 0.5^\circ\text{C}$ throughout the chamber on a horizontal plane	
<b>4. HUMIDITY</b>		
4.1	Must include both a humidifier and a dedicated, controlled dehumidification mode of operation;	
4.2	Additive humidity must be provided by an ultrasonic humidifier. Additive humidity control higher than ambient to 75% ( $\pm 10\%$ ), lights on, for any set temperature between 15°C to 30°C;	
4.3	Dehumidification must be provided by an in-chamber, functionally independent dehumidifying coil with a reheat heater to maintain interior temperature. Humidity removal control lower than ambient to 40% ( $\pm 10\%$ ), lights on, for any set temperature between 15°C to 30°C;	
4.4	The controller must use an electronic relative humidity sensor to maintain RH. The sensor must have an operating range of between 10 and 95 percent and an accuracy $\pm 10\%$ .	
<b>5. REFRIGERATION</b>		
5.1	Main cooling and heating must be provided by an integral mechanical compressor and air cooled condensing unit with hot gas bypass and automatic reset hi and low pressure switch protection devices. A chamber that provides interior space heating by activation of only an electric heater is not acceptable, hot gas bypass must be present;	
5.2	Mechanical compressor and air cooled condensing unit must be mounted on top of unit. Bottom mounted is unacceptable;	
5.3	Solenoid valves if utilized in the refrigeration system must be of the extended stem, rapid and frequent cycling type for long life operation;	
5.4	Must include electric or hot gas or approved alternative system for defrosting evaporator coil(s).	
5.5	Must include phenolic coating on coil(s);	
5.6	All gauges and pressure switches must measure in units of PSI;	

ITEM	CRITERIA	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID.
5.7	Working refrigerant must be a common hydrofluorocarbon (HFC) such as R134a with negligible ozone depletion potential (ODP).	
<b>6. LIGHTING</b>		
6.1	Light Intensity: maximum of at least 210 micromoles/m <sup>2</sup> /s at 25°C. Lights must be dimmable in units of micromoles/m <sup>2</sup> /s down to 15% or less of the maximum. Dimming must be under the control of the chamber's internal control system;	
6.2	Lamp Type: Must include dimmable fluorescent tubes that include UV-A in the light spectrum: Sylvania Octron 950 bulbs or approved equivalent;	
6.3	Light Canopy: must include a total of 4 light banks each of which contains a minimum of 6 dimmable fluorescent tubes (minimum of 24 bulbs into total). The maximum number of bulbs per bank is 10, i.e., 40 in total. One bank must be fixed at the ceiling; 3 banks must be adjustable in height position in ½" increments within the chamber and removable from the chamber by unplugging them from electrical sockets located in the rear wall;	
6.4	Ballasts: Must be high-efficiency, dimmable electronic ballasts controlled by the central controller. Ballasts must be thermal and water protected, and easily accessible;	
6.5	Light Sensor: Must be minimally a PAR (photosynthetically active radiation; 400-700nm range) sensor with the ability (along with the controller) to dim lamps to specified intensities. A sensor that does the above and detects UV-A (down to 315 nm) is preferred.	
<b>7. AIR FLOW</b>	Unit interior must provide uniform horizontal air flow moving forward from perforated rear panel of growing area.	
<b>8. AIR FILTRATION</b>	A HEPA filter must be installed within the air exhaust. Easy access must be provided for filter replacement.	
<b>9. CONTROL SYSTEM</b>		
9.1	The onboard controller software must be able to configure and modify light, temperature and relative humidity for constant, diurnal and 24-hour day multi-step (minimum 500 steps) programs (the latter in both ramping and non-ramping modes);	
9.2	Programming must be set to a standard 24-hour clock. A program must not be controlled simply by elapsed time (i.e., after 2 hours or 4 hours or 8 hours has passed an event occurs). Each line of a program must be set and triggered by referring to a time on a 24 hour clock. The clock and the program timing & information must not be altered by a power outage;	
9.3	Connectivity: Unit controller must come factory equipped for Local Area Network (LAN) and Bluetooth connectivity, to allow programming and monitoring of the chambers from office computers	

ITEM	CRITERIA	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID.
9.4	Communication: Programming and alarms must be able to be checked & modified and status of the chamber checked via:	
9.4.1	an interactive local user interface (e.g., an industrial keypad and display or a touch screen) factory mounted on the unit; and	
9.4.2	by a remote, non-proprietary personal computer (PC) or laptop via a LAN connection. Specifically, the chamber must have an on-board web server optimized to interface with publically available, major web browsers, to allow notifications to be sent to smart phones in the event of a malfunction when the users are away from the lab. In addition, security logins and passwords as well as email addresses for alarm notification must also be configurable by the remote, non-proprietary personal computer (PC) or laptop via the factory equipped LAN connection;	
9.5	The controller software must allow the programming of simulated 24-hour day weather cycles with variable light, temperature and humidity. The onboard controller software must be capable of receiving METAR data (Meteorological Terminal Aviation Routine Weather Report) collected from weather stations via the LAN connection and, in near real-time, simulate the field conditions (i.e., light, temperature and humidity).	
<b>10. DATA LOGGING</b>	The chamber must be equipped with the ability to record light, temperature and humidity values at a frequency of up to once per minute or faster. The data must be stored on a memory device with a capacity of 4 Gigabytes or greater. The data must be downloadable from this device via an easily accessible USB connection.	
<b>11. BATTERY BACKUP</b>	Both the clock and volatile memory (e.g., the controller time and running program information) must be backed up with a long-life battery (i.e., lasting a minimum of 5 years).	
<b>12.HIGH/LOW SAFETY LIMIT ALARMS AND UNIT SHUTDOWN</b>	The Reach-in Environmental Chamber must include separate, non-electronic thermostats for high and low alarms and unit shutdown (not part of internal microprocessor). These thermostats are to provide backup common alarm contact activation and unit shutdown in case of a microprocessor failure.	
<b>13. ALARM ANNUNCIATION</b>		
13.1	The chamber must have an alarm display discernable as an alarm condition at a distance of 10 feet and an audible alarm device producing a sound level greater than 50 decibels at 2 feet;	
13.2	The chamber must send email notification to users when alarms are triggered.	

ITEM	CRITERIA	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID.
<b>14. DRY ALARM CONTACTS</b>	Must include a minimum of one set of "dry" (unpowered) common alarm contacts for common alarm annunciation to the Building Automation System (current system is Delta), i.e., any critical alarm function on the unit (Hi and Low Temp at a minimum) will cause a set of dry (unpowered) contacts to close for connection to the Building Automation System.	
<b>15. ELECTRICAL SPECIFICATIONS</b>		
15.1	Must be Canadian Standards Association (CSA), Underwriters Laboratories Canada (ULC) or Electrical Safety Authority Field Evaluation (ESAFE) approved prior to delivery;	
15.2	Must run off the available electrical service (208V, 1 phase, 60 Hz or 120V, 1 phase, 60Hz);	
15.3	Must come completely wired and equipped with factory wired power cord and grounded plug(s). All other operating voltage requirements for each individual chamber must be fed from within the factory wired reach-in itself. Additional field wiring must not be required;	
15.4	At least two convenience 120V receptacles must be supplied within the chamber.	
15.5	All components (e.g., light bulbs) must be CSA (or UL, ULC equivalent) approved.	
<b>16. WARRANTY</b>		
16.1	The Contractor must include a second year parts and service warranty for the entire system for a period of one year beginning at the expiration of the standard warranty;	
16.2	The Contractor must provide an initial response to a customer within 24 hours or less during business hours, Monday to Friday, 8:00 am to 5:00 pm. If required, a technician must be on site within a maximum of 3 business days.	
<b>17. MANUALS</b>		
17.1	Each supplied unit must arrive with a full set of installation, operation, maintenance and service manuals, in English, and in hard-copy and electronic formats.	

**ANNEX "B"**

**PRICING TABLES**

The Bidder must provide all of the pricing requested in the following Tables in accordance with **Article 6.6.1 - Basis of Payment.**

**Table 1: Initial Requirement:**

Item	Description	Number of Units	Unit of Issue	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
1	Pour la fourniture, la livraison de matériel et de logiciels, d'entretien et de soutien pour les distributeurs automatiques chambres environnementales conformément à l'annexe A.	2	Each	\$	\$
<b>Evaluated Price - Sum of Items 1 and 2</b>					\$

**Table 2: Optional Requirement:**

Item	Description	Number of Units	Unit of Issue	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
Option Year					
1	For the supply, delivery of hardware and software, and maintenance support for Reach-in Environmental Chambers in accordance with Annex A.	3	Each	\$	\$
2	For the supply, delivery of hardware and software, and maintenance support for Reach-in Environmental Chambers in accordance with Annex A.	3	Each	\$	\$
3	For the supply, delivery of hardware and software, and maintenance support for Reach-in Environmental Chambers in accordance with Annex A.	3	Each	\$	\$
<b>Evaluated Price - Sum of Items 1 to 3</b>					\$

**Option Years**

- Option 1 may be exercised anytime during the period of June 12, 2017 to March 31, 2018.
- Option 2 may be exercised anytime during the period of April 1, 2018 to March 31, 2019.
- Option 3 may be exercised anytime during the period of April 1, 2019 to March 31, 2020.

Solicitation No. - N° de l'invitation  
23240-180058/A  
Client Ref. No. - N° de réf. du client  
23240-180058

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv903.23240-180058

Buyer ID - Id de l'acheteur  
pv903  
CCC No./N° CCC - FMS No./N° VME

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**Table 3: Total Aggregated Bid Price:**

<b>Item</b>	<b>Description</b>	<b>Evaluated Price</b>
1	Table 1: Initial Requirement	As per Evaluated Price from Table 1
2	Table 2: Optional Requirement	As per Evaluated Price from Table 2
3	Total Aggregated Bid Price	Sum of Items 1 and 2

Solicitation No. - N° de l'invitation  
23240-180058/A  
Client Ref. No. - N° de réf. du client  
23240-180058

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv903.23240-180058

Buyer ID - Id de l'acheteur  
pv903  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "C"**

**LIST OF PRODUCTS**

<b>Product Name</b>	<b>Model/Part Number</b>	<b>Name of Manufacturer</b>
For the supply, delivery of hardware and software, and maintenance support for Reach-in Environmental Chambers in accordance with Annex A.		

Solicitation No. - N° de l'invitation  
23240-180058/A  
Client Ref. No. - N° de réf. du client  
23240-180058

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv903.23240-180058

Buyer ID - Id de l'acheteur  
pv903  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "D"**

**COMPLETE LIST OF DIRECTORS**  
**(As per Standard Instructions, Clauses and Conditions Part 2)**

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

Solicitation No. - N° de l'invitation  
23240-180058/A  
Client Ref. No. - N° de réf. du client  
23240-180058

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv903.23240-180058

Buyer ID - Id de l'acheteur  
pv903  
CCC No./N° CCC - FMS No./N° VME

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## ANNEX "E" to PART 3 OF THE BID SOLICITATION

### ELECTRONIC PAYMENT INSTRUMENTS

**As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.**

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)