



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux  
Canada

Place Bonaventure,  
800 rue de la Gauchetière Ouest

Voir aux présentes - See herein

Montréal

Québec

H5A 1L6

FAX pour soumissions: (514) 496-3822

## 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**

Travaux publics et Services gouvernementaux Canada  
Place Bonaventure,

800 rue de la Gauchetière Ouest

Voir aux présentes - See herein

Montréal

Québec

H5A 1L6

<b>Title - Sujet</b> Incubateurs-agitateurs	
<b>Solicitation No. - N° de l'invitation</b> 31241-170137/A	<b>Date</b> 2017-09-28
<b>Client Reference No. - N° de référence du client</b> 31241-17-0137	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MTA-625-14548	
<b>File No. - N° de dossier</b> MTA-7-40191 (625)	<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 2017-11-08</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Heure Normale du l'Est HNE
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lavoie, Corine	<b>Buyer Id - Id de l'acheteur</b> mta625
<b>Telephone No. - N° de téléphone</b> (514) 496-3483 ( )	<b>FAX No. - N° de FAX</b> (514) 496-3822
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> CONSEIL NATIONAL DE RECHERCHES DU CANADA (PORTES 6 & 7) VIA ENTRÉE RÉCEPTION MARCHANDISES 6100, AV. ROYALMOUNT MONTREAL Québec H4P 2R2 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> .	<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/</b> <b>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 Security Requirements

There are no security requirements associated with this requirement.

### 1.2 Requirement

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

### 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 World the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

## 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.

### 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.

#### CHANGE OF ADDRESS – BIDS DELIVERY

In person or by mail:  
Place Bonaventure, 1st Floor  
800 de la Gauchetière Street West, Suite 1110  
Montreal (QC), H5A 1L6

By facsimile: (514) 496-3822

## 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 Quebec.

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 (2 hard copies)

Section II: Financial Bid (1 hard copies)

Section III: Certifications (1 hard copies)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

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

## **Section I: Technical Bid**

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

## **Section II: Financial Bid**

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

### **3.1.1 Electronic Payment of Invoices – Bid**

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

If Annex “D” 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**

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**

It is mandatory to provide the technical / descriptive documents of the product that you are offering (eg. drawing, data sheet, sketch, etc.) or a description to allow its technical evaluation. Failure to comply will render your bid non responsive.

You must demonstrate in your technical submission that your product is compliant with the **Mandatory technical specifications to be demonstrated** of Annex “C”.

*Note: Mandatory technical specifications 3.8, 3.9, 3.10 of Annex “A” are not to be demonstrated but remain mandatory technical specifications to be met.*

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#### **4.1.1.1 Mandatory Technical Criteria's**

See Annex C - Mandatory technical specifications to be demonstrated

#### **4.1.2 Financial Evaluation**

Total financial evaluation: Sum of total prices of item A+B mentioned in Annex "B".

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

#### **4.2 Basis of Selection**

##### **4.2.1 SACC Manual Clause**

[A0031T](#) (2010-08-16), Basis of Selection - Mandatory Technical Criteria

### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

#### **5.1 Certifications Required with the Bid**

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

##### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

#### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

### 5.2.1 Integrity Provisions – Required Documentation

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

### 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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 Delivery Date (*To be completed by the Bidder*)

While delivery desired is requested for December 15, 2017, **your best delivery that could be offered** is \_\_\_\_\_.



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#### 6.4.2 Delivery Points

Delivery of the requirement will be made to the following delivery point:

**Local L-651**  
**6100, avenue Royalmount**  
**Montreal (Quebec)**  
**H4P 2R2**

#### 6.5 Authorities

##### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Corine Lavoie  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
800 de la Gauchetière Ouest, Suite 1110, Montreal (Quebec), Canada, H5A 1L6

Telephone: 514-496-3483  
Facsimile: 514-496-3822  
E-mail address: corine.lavoie@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 Project Authority *(To be completed by Canada at the time of award)*

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

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### **6.5.3 Contractor's Representative *(To be completed by the Bidder)***

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

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

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

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 price as specified in Annex B for a cost of \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

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

Delivered at place (DAP) Montreal, Quebec Incoterms 2010 for shipments from a commercial contractor.

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 Limitation of Price**

*SACC Manual* clause [C6000C](#) (2011-05-16) Limitation of Price

### **6.6.3 Single payment**

*SACC Manual* clause [H1000C](#) (2008-05-12) Single payment

### **6.6.4 SACC Manual Clauses**

*SACC Manual* clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

*SACC Manual* clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

*SACC Manual* clause [C2000C](#) (2007-11-30) Taxes - Foreign-based Contractor

*SACC Manual* clause [C2602C](#) (2008-05-12) Customs Duties Exempt (National Research Council of Canada)

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

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

### **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.

### **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 Quebec.

### **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) Annex C, Mandatory Technical Criteria to be demonstrated
- (f) the Contractor's bid dated \_\_\_\_\_

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## 6.11 SACC Manual Clauses

G1005C (2016-01-28) Insurance - No Specific Requirement

## ANNEX "A"

### REQUIREMENT

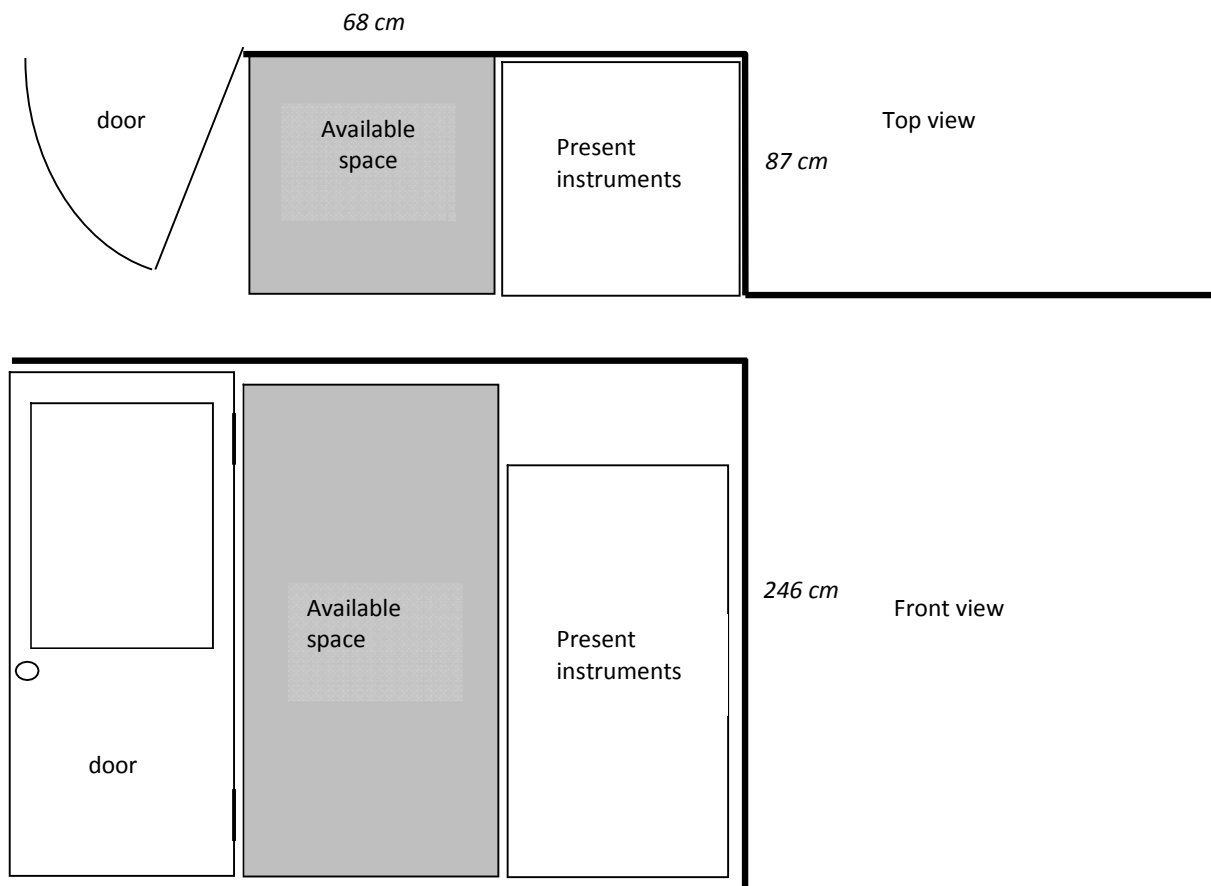
#### 1.0 Object

Replacement of two refrigerated incubator-shakers that are stackable to fit into a very restricted space and complete the existing system.

The work consists of supply, delivery, installation of the system at the NRC address.

#### 2.0 Constraints

The available space to install two shakers is 68 cm (wide) x 87 cm (deep) x 246 cm (high).



### **3.0 Mandatory technical specifications**

#### **The delivered equipment must have the following specifications:**

- 3.1. Both refrigerated shakers must incubate between 4°C and 80°C.
- 3.2. Both shakers must be stackable, if required by use of a stacking system.
- 3.3. Both shakers must be programmable in multi-steps.
- 3.4. Both shakers must have an orbit diameter of 1.9 cm.
- 3.5. Both shakers must have a brushless DC motor.
- 3.6. Both shakers must have a non-volatile memory system, power failure proof.
- 3.7. Agitation speed must be adjustable and must be able to reach up to 400 rounds per minute (rpm).
- 3.8. Both shakers must have a front opening.
- 3.9. Each shaker must come with one platform of at least 2116 cm<sup>2</sup> in an adjustable utility carrier type, which does not require the use of individual fasteners.
- 3.10. The Power outlet must be 120V/60Hz and certified ETL.

### **4.0 Deliverables:**

- 4.1 Technical documentation: Shaker must include at least one operating manual in English and/or French upon delivery.

### **5.0 Delivery and Installation**

The system must be delivered and installed at 6100, Royalmount Avenue, Montréal, Québec, H4P 2R2, room L-651. The installation consists in stacking the two shakers at their final destination.

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## ANNEX "B"

### BASIS OF PAYMENT

Item	Description	Quantity	Unit price	Total Price
A.	Two (2) refrigerated shakers as described in the Mandatory Technical Specifications of Annex "A" - Requirement	2	\$ _____	\$ _____
B.	Delivery and installation as per specifications mentioned in part 6.4.2.  Delivered at place (DAP) Montreal, Quebec Incoterms 2010 for shipments from a commercial contractor.	1	\$ _____	\$ _____
	<b>TOTAL (A+B)</b>			\$ _____

## ANNEX "C"

### MANDATORY TECHNICAL SPECIFICATIONS TO BE DEMONSTRATED

No.	Mandatory technical specifications	Compliant	Non-compliant	Reference: Please specify where can be found these items within your technical/descriptive documents and/or technical literature/notes.
3.1	Both shakers must be refrigerated to incubate between 4°C et 80°C.			
3.2	Both shakers must be stackable.			
3.3	Both shakers must be programmable in multi-steps			
3.4	Both shakers must have an orbit diameter of 1.9 cm.			
3.5	Both shakers must have a brushless DC motor.			
3.6	Both shakers must have a non-volatile memory system, power failure proof.			
3.7	Agitation speed must be adjustable and must be able to reach up to 400 rounds per minute (rpm).			



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## **ANNEX “D” to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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)

Solicitation No. - N° de l'invitation  
31241-170137/A  
Client Ref. No. - N° de réf. du client  
31241-170137

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MTA-7-40191

Buyer ID - Id de l'acheteur  
MTA625  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "E"**

**COMPLTE LIST OF COMPANY BOARD OF DIRECTORS**

**NOTE TO BIDDERS:**

**WRITE ALL DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS**

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**PROCUREMENT – BUSINESS NUMBER (PBN):** \_\_\_\_\_