



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

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

L'Esplanade Laurier

140 O'Connor Street,

East Tower, 7th Floor

Ottawa

Ontario

K1A 0S5

Title - Sujet Microarray Scanner Scanneur microréseau	
Solicitation No. - N° de l'invitation 39903-210619/A	Date 2021-07-15
Client Reference No. - N° de référence du client 39903-210619	
GETS Reference No. - N° de référence de SEAG PW-\$\$PV-890-80197	
File No. - N° de dossier pv890.39903-210619	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-07-30 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Hennessey, Lisa	Buyer Id - Id de l'acheteur pv890
Telephone No. - N° de téléphone (343) 551-0058 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	2
1.1 REQUIREMENT - BID	2
1.2 DEBRIEFINGS	2
1.3 EPOST CONNECT SERVICE	2
PART 2 - BIDDER INSTRUCTIONS	2
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	2
2.2 SUBMISSION OF BIDS	2
2.3 ENQUIRIES - BID SOLICITATION	3
2.4 APPLICABLE LAWS	3
2.5 BID CHALLENGE AND RECOURSE MECHANISMS	3
PART 3 - BID PREPARATION INSTRUCTIONS.....	4
3.1 BID PREPARATION INSTRUCTIONS	4
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	6
4.1 EVALUATION PROCEDURES	6
4.2 BASIS OF SELECTION	6
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	7
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	7
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	7
PART 6 - RESULTING CONTRACT CLAUSES.....	9
6.1 REQUIREMENT - CONTRACT.....	9
6.2 STANDARD CLAUSES AND CONDITIONS	9
6.3 TERM OF CONTRACT.....	12
6.4 AUTHORITIES	12
6.5 PAYMENT.....	13
6.6 INVOICING INSTRUCTIONS	14
6.7 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	14
6.8 APPLICABLE LAWS	14
6.9 PRIORITY OF DOCUMENTS	14
6.10 SACC MANUAL CLAUSES	15
6.11 USE OF INDIVIDUAL PROTECTIVE EQUIPMENT AND OCCUPATIONAL HEALTH AND SAFETY (OHS) GUIDELINE(S).....	15
6.12 DISPUTE RESOLUTION	15
6.13 SHIPPING INSTRUCTIONS - DELIVERY AT DESTINATION	15
ANNEX "A" - REQUIREMENT.....	16
ANNEX "B" - BASIS OF PAYMENT.....	19
ANNEX "C" - LIST OF PRODUCTS	20

PART 1 - GENERAL INFORMATION

1.1 Requirement - Bid

The Canadian Food Inspection Agency has a requirement for one Microarray Scanner System including training and installation.

The requirement is detailed under Article 6.1 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 epost Connect Service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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](#) (2020-05-28) 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

2.1.1 SACC Manual Clauses

[B1000T](#) (2014-06-26) Condition of Material – Bid

2.2 Submission of Bids

Bids must be submitted electronically either through epost connect or Facsimile to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit, as specified below, by the date, and time indicated on page 1 of the bid solicitation.

PWGSC Bid Receiving Unit
Facsimile number: (819) 997-9776

epost Connect: tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emails directly to the above email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

No bid shall be sent directly to the PWGSC Contracting Authority.

Due to the nature of the bid solicitation, hard copy bids (paper or soft copies on media) submitted to PWGSC will not be accepted.

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 the province of 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.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)

- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Due to the nature of the bid solicitation, hard copy bids (paper or soft copies on media) will not be accepted.

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

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:

- Supporting Technical documentation:** Bidders must include technical brochures, or technical data, and certificates required to demonstrate compliancy to the requirement as described in Annex "A"- Requirement.
- 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 form provide in Annex "C"- List of Products.

- (c) **Installation Plan:** Bidders should include an installation plan (including the installation schedule), which must demonstrate that the Bidder's installation plan meets all the mandatory requirements for installation described in Annex "A"- Requirement.
- (d) **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"- Requirement. The training plan must include, at a minimum, a description of the course materials that will be provided to participants and the training schedule.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment including Annex "B" - Basis of Payment.

- (a) **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.
- (b) **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 Attachment "1" - Electronic Payment Instruments, to identify which ones are accepted.

If Attachment "1"- 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

4.1.1.1 Mandatory Technical Criteria

The mandatory technical evaluation criteria are detailed in Attachment "4" - Mandatory Technical Evaluation Criteria.

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" - Basis of Payment.

Evaluation of Price – Bid

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP Ottawa, Ontario, Canada Incoterms® 2010, 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 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

[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 property 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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 OEM Certification

- (a) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware or equipment proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware or equipment, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware or equipment it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation at Attachment "3"- OEM Certification. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (b) If the hardware or equipment proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.
- (c) For the purposes of this bid solicitation, OEM means the manufacturer of the hardware or equipment, as evidenced by the name appearing on the hardware or equipment and on all accompanying documentation.

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 Requirement - Contract

The Contractor must provide one Microarray Scanner System in accordance with the Requirement at Annex "A".

6.1.1 Optional Requirement

- (a) **Option to Purchase Extended Warranty:** The Contractor grants to Canada the irrevocable option to extend the warranty, and maintenance and support period by three (3) additional one-year periods, exercisable at any time during the Contract Period, under the same terms and conditions and at the prices and/or rates stated in the Contract.
- (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.

6.2 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.

6.2.1 General Conditions

[2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

The 2010A (2020-05-28), General Conditions – Goods (medium complexity) is appended with:

Section 32 – 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.

Section 33 – Conduct of the Work as follows:

1. The Contractor represents and warrants that:
 - (a) it is competent to perform the Work;
 - (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
 - (a) perform the Work diligently and efficiently;
 - (b) except for Government Property, supply everything necessary to perform the Work;
 - (c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - (d) select and employ a sufficient number of qualified people;

- (e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
- (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

Section 34 – Harassment in the workplace as follows:

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the [Policy on Harassment Prevention and Resolution](#), which is also applicable to the Contractor, is available on the Treasury Board Web site.
2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

Section 35 – Access to Information as follows:

Records created by the Contractor, and under the control of Canada, are subject to the [Access to Information Act](#). The Contractor acknowledges the responsibilities of Canada under the [Access to Information Act](#) and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the [Access to Information Act](#) provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#) is guilty of an offence and is liable to imprisonment or a fine, or both.

6.2.2 Supplemental General Conditions

4001 (2015-04-01)	Hardware Purchase, Lease and Maintenance,
4003 (2010-08-16)	Licensed Software, and
4004 (2013-04-15)	Maintenance and Support Services for Licensed Software,

apply to and form part of the Contract.

6.2.2.1 Technical Support

(to be completed by the Bidder)

Telephone Number: _____

Email address: _____

6.2.2.2 Web Site Support

(to be completed by the Bidder)

The address for web site support is:

6.3 Term of Contract

6.3.1 Period of the Contract

- (a) The period of the contract is from date of Contract to one year from date of acceptance; and
- (b) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

6.3.2 Delivery Date

All of the deliverables must be received within thirty (30) days from the date of the Contract.

6.3.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one-year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in Annex "B" - Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.3.4 Delivery Points

Delivery of the requirement will be made to the following delivery point(s) specified at Annex "A" - Requirement.

6.4 Authorities

6.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Lisa Hennessey

Supply Specialist
Public Works and Government Services Canada
Pharmaceuticals Procurement Directorate
140 O'Connor Street, 7th floor
L'Esplanade Laurier (LEL), East Tower
Ottawa, Ontario K1A 0R5

Telephone: 343-551-0058

E-mail address: Lisa.Hennessey@pwgsc-tpsgc.gc.ca

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

6.4.2 Technical Authority

(to be completed 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.

6.4.3 Contractor's Representative

(to be completed at contract award)

6.5 Payment

6.5.1 Basis of Payment

6.5.1.1 Initial Requirement

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 \$(to be completed at contract award). Customs duties are included and Applicable Taxes are extra.

6.5.1.1.1 Single Payment

[H1000C](#) (2008-05-12) Single Payment

6.5.1.2 Optional Requirement

For the option to purchase up to three (3) annual extended warranties, if Canada exercises its option, Canada will pay the Contractor a firm price as specified in Annex "B"- Basis of Payment. Customs duties are included and Applicable Taxes are extra.

6.5.1.2.1 Advance Payment

[H3028C](#) (2010-01-11) Advance Payment

6.5.2 Limitation of Price

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.

6.5.3 Electronic Payment of Invoices - Contract

(to be completed at contract award)

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

6.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.
2. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

Each invoice must be supported by:

- (a) One (1) copy must be forwarded to the Email address below for certification and payment

Email: Akhter.farid@canada.ca

The Contractor must not send the invoice via regular post.

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

6.7 Certifications and Additional Information

6.7.1 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.

6.8 Applicable Laws

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

6.9 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;
- (c) the supplemental general conditions 4003 (2010-08-16), Licensed Software;
- (d) the supplemental general conditions 4004 (2013-04-15), Maintenance and Support Services for Licensed Software;
- (e) the general conditions 2010A (2020-05-28), General conditions: Goods (medium complexity);
- (f) Annex "A"- Requirement;
- (g) Annex "B"- Basis of Payment;

- (h) Annex "C"- List of Products;
- (i) the Contractor's bid dated *(to be completed at contract award)*.

6.10 SACC Manual Clauses

A2000C	(2006-06-16)	Foreign Nationals (Canadian Contractor)
A2001C	(2006-06-16)	Foreign Nationals (Foreign Contractor)
A9068C	(2010-01-11)	Government Site Regulations
B1501C	(2018-06-21)	Electrical Equipment
B7500C	(2006-06-16)	Excess Goods
D9002C	(2007-11-30)	Incomplete Assemblies
G1005C	(2016-01-28)	Insurance – No Specific Requirement

6.11 Use of Individual Protective Equipment and Occupational Health and Safety (OHS) Guideline(s)

1. The Contractor must comply with Government of Canada onsite requirements in respect of individual Protective Pieces of Equipment (PPE) and adhere to Occupational Health and Safety (OHS) guidelines in force in the workplace.
2. The Contractor will provide its resources the following individual PPE for working on site: prescribed face covering mask, gloves, protective shield, and anything else that is required as a pre-requisite to entry and to work on Government of Canada premises. Canada reserves the right to modify the list of PPE and OHS guidelines, if required, to include any future recommendations proposed by the Public Health Agencies.
3. The Contractor warrants that its resources will wear the PPE mentioned above when onsite and follow at all times the Occupational Health and Safety (OHS) guidelines in force in the workplace during the contract period. If resources are not wearing the prescribed PPE and/or are not following the Occupational Health and Safety (OHS) guidelines in force in the workplace, they will not be permitted access to government of Canada sites.

6.12 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

6.13 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) Ottawa, Ontario, Canada 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.

ANNEX "A" - REQUIREMENT

Microarray Scanner for the Canadian Food Inspection Agency

1.0 Objective

The Canadian Food Inspection Agency's Ottawa Laboratory Fallowfield (CFIA-OLF) has a requirement to procure an open-platform fluorescence scanner dedicated to slide scanning such as microarrays or other applications using fluorescence staining.

2.0 Scope of Requirement

The Contractor must provide:

- (a) One Microarray Scanner System;
- (b) Installation;
- (c) Training.

3.0 Deliverables

The Contractor must provide the following deliverables in accordance with the mandatory technical specifications detailed at 5.0, Mandatory Technical Requirements and the pricing tables at Annex "B" - Basis of Payment.

3.1 Microarray Scanner System

The Microarray Scanner System must include:

- (a) one Microarray Scanner including all the parts and components included at Annex "C" - List of Products;
- (b) one (1) computer;
- (c) all manufacturer licensed programs required to use the full functionality of the equipment; and
- (d) one (1) validation slide.

3.2 Installation

In addition to the Installation, Integration and Configuration requirements of the 4001 Supplemental Conditions, the Contractor must install the system as soon as possible after delivery and within six (6) weeks of delivery.

3.3 Training

The Contractor must provide a one day course for a maximum of 5 students in English. Training is to take place on-site at a time mutually acceptable to both the Technical Authority and the Contractor.

At a minimum, the training must include the following topics:

- (a) installation;
- (b) operation; and
- (c) data analysis.

All costs associated with training are included in the price.

3.4 Extended Warranty

In addition to the [4001](#) (2015-04-01), Hardware Purchase, Lease and Maintenance supplemental conditions, at a minimum, the Extended Warranty, if purchased, must include:

- (a) one validation slide;
- (b) all validation tests as recommended by the manufacturer which must include a minimum of one validation test per year to ensure the hardware's performance meets the specifications of the contract.

All repairs and service must be provided by a manufacturer certified technical representative.

4.0 Delivery Point

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

Canadian Food Inspection Agency
3851 Fallowfield Road, PO BOX 11300
Ottawa ON K2H 8P9

5.0 Mandatory Technical Requirements

5.1 The Microarray Scanner System

1. The Microarray Scanner must:
 - (a) have a 2-colour scanner (532 nm and 635 nm) with a resolution range of 3-40 µm/pixel for both the 532 nm and 635 nm colours;
 - (b) use confocal detection associated to a real-time autofocus system with manual focus options available;
 - (c) have a scanning time of less than or equal to 4 minutes for a whole slide at 10µm/pixel resolution;
 - (d) have a dynamic range greater than 4 orders of magnitude;
 - (e) have dynamic range greater than 6 orders of magnitude while in dynamic range extension mode;
 - (f) have a non-uniformity of Coefficient of Variation (CV) less than 5%;
 - (g) have a scanning area that is adjustable up to 22 x 74 mm² at a minimum;
 - (h) have maximum external dimensions of 355 x 375 x 515 mm (w x h x d);
 - (i) have automatic barcode reading capability;
 - (j) be compliant with the following standards: FCC 47 CFR part 15 class A radiated & conducted EN 61326-1, UL/CAN/CSA-C22.2 61010-1, and CDRH title 21 CFR 1040.10 & 1040.11 class I Laser product.
2. The Computer must include:
 - (a) a minimum of 16GB RAM;
 - (b) one 1GB graphics card;
 - (c) two (2) Ethernet ports;
 - (d) a minimum of one (1) USB port

- (e) 23" LCD monitor;
 - (f) mouse;
 - (g) keyboard; and
 - (h) Windows 10, 64-bit
3. Manufacturer Licensed Programs must:
- (a) include all software required for data capture, analysis and kinetic analysis packages;
 - (b) be compliant with Windows 10

ANNEX "B" - BASIS OF PAYMENT

The Bidder must provide all of the pricing requested in accordance with Part 6, Article 6.5. Prices must include customs and duties, Applicable Taxes are extra and not included in the tables below.

1.0 Initial Requirement

Table B-1: Basis of Payment

Item No.	Description	Unit of Issue	Quantity (A)	Currency	Firm Price (B)	Subtotal (A × B = C)
1	Microarray Scanner System	each	1			
2	Installation	each	1			
3	Training	each	1			
Evaluated Price (sum of column C)						

2.0 Optional Requirements

Table B-2: Basis of Payment Years 2 to 4

Item No.	Description	Unit of Issue	Currency	Firm Price (A)
1	Extended Warranty - Year 2	each		
2	Extended Warranty - Year 3	each		
3	Extended Warranty - Year 4	each		
Evaluated Price (sum of column A)				

3.0 Total Aggregated Bid Price

Table B-3: Total Aggregated Price

Item No.	Description	Evaluated Price
1	Table B-1: Basis of Payment	
2	Table B-2: Basis of Payment Years 2 to 4	
Total Aggregated Price (sum of Tables B-1 and B-2)		

Solicitation No. - N° de l'invitation
39903-210619/A
Client Ref. No. - N° de réf. du client
39903-210619

Amd. No. - N° de la modif.
File No. - N° du dossier
pv890.39903-210619

Buyer ID - Id de l'acheteur
pv890
CCC No./N° CCC - FMS No./N° VME

ANNEX "C"- LIST OF PRODUCTS

Table C-1: List of Products

Product	Manufacturer	Manufacturer Part No.	Point of Manufacture and Shipping	Bidder's Part No.

Solicitation No. – N° de l'invitation
39903-210619/A
Client Ref. No. – N° de réf. du client
39903-210619

Amd. No. – N° de la modif
File No. – No. du dossier
pv890.39903-210619

Buyer ID – Id de l'acheteur
pv890
CCC No./N° CCC – FMS No/N° VME

ATTACHMENT "1" - ELECTRONIC PAYMENT INSTRUMENTS

(to be completed by the Bidder)

ELECTRONIC PAYMENT INSTRUMENTS

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

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI); and/or
- ☐ Wire Transfer (International Only).

Solicitation No. – N° de l'invitation
39903-210619/A
Client Ref. No. – N° de réf. du client
39903-210619

Amd. No. – N° de la modif
File No. – No. du dossier
pv890.39903-210619

Buyer ID – Id de l'acheteur
pv890
CCC No./N° CCC – FMS No/N° VME

ATTACHMENT "2" - COMPLETE LIST OF DIRECTORS

(to be completed by the Bidder)

Name	Position
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Solicitation No. – N° de l'invitation
39903-210619/A
Client Ref. No. – N° de réf. du client
39903-210619

Amd. No. – N° de la modif
File No. – No. du dossier
pv890.39903-210619

Buyer ID – Id de l'acheteur
pv890
CCC No./N° CCC – FMS No/N° VME

ATTACHMENT "3" - OEM CERTIFICATION

(to be completed by the Bidder)

OEM Certification Form	
This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.	
Name of OEM	_____
Signature of authorized signatory of OEM	_____
Print Name of authorized signatory of OEM	_____
Print Title of authorized signatory of OEM	_____
Address for authorized signatory of OEM	_____
Telephone no. for authorized signatory of OEM	_____
Fax no. for authorized signatory of OEM	_____
Date signed	_____
Solicitation Number	_____
Name of Bidder	_____

ATTACHMENT "4" - MANDATORY TECHNICAL EVALUATION CRITERIA

(to be completed by the Bidder)

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 should refer to Part 3, Bid Preparation Instructions and ensure they have followed the instructions prior to submitting their bid. There will be no opportunity to add additional documentation after bid closing.

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.

1.0 The Microarray Scanner System

1. The Microarray Scanner must:

Item No.	Description	Reference to Substantiation in the Technical Bid
(a)	have a 2-colour scanner (532 nm and 635 nm) with a resolution range of 3-40 µm/pixel for both the 532 nm and 635 nm colours;	
(b)	use confocal detection associated to a real-time autofocus system with manual focus options available;	
(c)	have a scanning time of less than or equal to 4 minutes for a whole side at 10µm/pixel resolution;	
(d)	have a dynamic range greater than 4 orders of magnitude;	
(e)	have dynamic range greater than 6 orders of magnitude while in dynamic range extension mode;	
(f)	have a non-uniformity of Coefficient of Variation (CV) less than 5%;	
(g)	have a scanning area that is adjustable up to 22 x 74 mm ² at a minimum;	
(h)	have maximum external dimensions of 355 x 375 x 515 mm (w x h x d);	
(i)	have automatic barcode reading capability;	
(j)	be compliant with the following standards: FCC 47 CFR part 15 class A radiated & conducted EN 61326-1, UL/CAN/CSA-C22.2 61010-1, and CDRH title 21 CFR 1040.10 & 1040.11 class I Laser product.	

2. The Computer must include:

Item No.	Description	Reference to Substantiation in the Technical Bid
(a)	a minimum of 16GB RAM;	
(b)	one 1GB graphics card;	
(c)	two (2) Ethernet ports;	
(d)	a minimum of one (1) USB port	
(e)	23" LCD monitor;	
(f)	mouse;	
(g)	keyboard; and	
(h)	Windows 10, 64-bit	

3. Manufacturer Licensed Programs must:

Item No.	Description	Reference to Substantiation in the Technical Bid
(a)	include all software required for data capture, analysis and kinetic analysis packages;	
(b)	be compliant with Windows 10.	