



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 Double door Autoclave	
Solicitation No. - N° de l'invitation 39903-220662/A	Date 2022-01-17
Client Reference No. - N° de référence du client 39903-220662	
GETS Reference No. - N° de référence de SEAG PW-\$\$PV-939-80861	
File No. - N° de dossier pv939.39903-220662	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2022-01-31 Heure Normale du l'Est HNE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Radouane, Ruby	Buyer Id - Id de l'acheteur pv939
Telephone No. - N° de téléphone (514) 662-7829 ()	FAX No. - N° de FAX (819) 956-3814
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

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N° de l'invitation - Solicitation No.
39903-220662/A
N° de réf. du client - Client Ref. No.
39903-220662

N° de la modif - Amd. No.
File No. - N° du dossier
pv939. 39903-220662

Id de l'acheteur - Buyer ID
pv939
N° CCC / CCC No./ N° VME - FMS

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

1.2 Requirement

The requirement is detailed under Annex "A".

1.3 Debriefings

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

1.4 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.

1.5 COVID-19 vaccination requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

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.

2.1.1 SACC Manual Clauses

SACC Manual clause [B1000T](#) (2014-06-26) Condition of Material

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 emailed 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 Ontario.

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

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.

Canada requests that Bidders use a numbering system that corresponds to the bid solicitation.

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:** Bidders must include 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) **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 Annex "A".

- (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". 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.

Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment including Annex "B" – Basis of Payment.
- (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 Attachment "E" Electronic Payment Instruments, to identify which ones are accepted.

If Attachment "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 Attachment 1 to Annex "A".

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, ON 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 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

SACC Manual Clause [A0031T](#) (2010-08-16) - Basis of Selection - Mandatory Technical Criteria.

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification

I, _____ (*first and last name*), as the representative of
_____ (*name of business*) pursuant to
_____ (*insert solicitation number*), warrant and certify that all
personnel that _____ (*name of business*) will provide on the
resulting Contract who access federal government workplaces where they may come into contact with
public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or

(c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below is not a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

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 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

5.2.3.2 OEM Certification

(i) 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 "F" to Part 5 of the Bid Solicitation. 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.

(ii) If the hardware or equipment proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.

(iii) 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 Security Requirements

Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

6.2 Requirement

The Contractor must provide the items detailed under the "Statement of 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 (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 - Anti-forced labour requirements, as follows:

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the Customs Tariff Act and tariff item No. 9897.00.00 of the [Customs Tariff – Schedule](#) (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
2. If a tariff classification determination is made under the Customs Act that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the [Customs Tariff – Schedule](#) as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.
3. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:
 - a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US [Trade Facilitation and Trade Enforcement Act](#) (TFTEA) of 2015; or

- b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
4. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the Criminal Code or the Immigration and Refugee Protection Act:
- Criminal Code*
- i. section 279.01 (Trafficking in persons);
 - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
 - iii. subsection 279.02(1) (Material benefit - trafficking);
 - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
 - v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
 - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or
- Immigration and Refugee Protection Act*
- vii. section 118 (Trafficking in persons).
5. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).
6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
- i. in the case of a conviction, whether the court acted within its jurisdiction;
 - ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
 - iii. whether the court's decision was obtained by fraud; or
 - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice of concern unless Canada establishes a different deadline.

6.3.2 Additional General Conditions

6.3.2.1 Conduct of the Work

- 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.

6.3.2.2 Subcontracts

The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.

6.3.2.3 Harassment in the workplace

- 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.

6.3.2.4 Access to information

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.

6.3.3 Supplemental General Conditions

SACC Manual clause [4001](#) (2015-04-01)
SACC Manual clause [4013](#) (2021-11-29)
policies, and rules, and
SACC Manual clause [4014](#) (2021-11-29)

Hardware Purchase, Lease and Maintenance,
Compliance with on-site measures, standing orders,
Suspension of the work,

apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract begins on the date the contract is awarded and ends 1 year after delivery and acceptance of the work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer; and

6.4.2 Delivery Date

The Contractor should deliver all deliverables no later than March 31, 2022. All deliverables must be delivered by June 30, 2022.

6.4.3 Delivery Points

Delivery of the requirement will be made to the delivery point specified at Annex "A" of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Anahita Latifi
Title: Intern Officer
Public Works and Government Services Canada
Commercial Consumer Products Directorate
140 O'Connor Street, 7th floor
East Tower, L'Esplanade Laurier (LEL)
Ottawa, Ontario, K1A 0R5

Telephone:

E-mail address: anahita.latifi@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.

6.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

E-mail address: _____

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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

Name:
Telephone:
E-mail address:

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: _____
E-mail address: _____

Delivery Follow-up

Name: _____
Tel. No. _____ ext: _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

Double Door Pass Through Autoclave

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in Annex "B" – Basis of Payment, Table 1, item 1. Customs duties are included and Applicable Taxes are extra.

On-site Installation

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract for the training, the Contractor will be paid a firm lot price, as specified in Annex "B" – Basis of Payment, Table 1, item 2. Customs duties are included and Applicable Taxes are extra.

On-site Training

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract for the training, the Contractor will be paid a firm lot price, as specified in Annex "B" – Basis of Payment, Table 1, item 3. 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 C2000C (2007-11-30) Taxes - Foreign-Based Contractor
SACC Manual clause H1001C (2008-05-12) Multiple Payment

6.6.3 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); or
- e. Wire Transfer (International Only);

6.7 Invoicing Instructions

6.7.1 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.

6.7.2 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:
(to be filled in only at contract award)
- (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.

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:
 - i. SACC Manual clause 4001, Hardware Purchase, Lease and Maintenance
 - ii. SACC Manual clause 4013, Compliance with on-site measures, standing orders, policies, and rules, and
 - iii. SACC Manual clause 4014, Suspension of the work.
- (c) the general conditions 2010A General Conditions - Goods (Medium Complexity);
- (d) Annex "A", Statement of Requirement;
- (e) Annex "B", Basis of Payments;
- (f) Annex "C", List of Products; and
- (g) the Contractor's bid dated _____ (*insert date of bid*).

6.11 SACC Manual Clauses

SACC Manual clause [G1005C](#) (2016-01-28) Insurance
SACC Manual clause [B1501C](#) (2018-06-21) Electrical Equipment
SACC Manual clause [D2000C](#) (2007-11-30) Marking
SACC Manual clause [D2001C](#) (2007-11-30) Labeling
SACC Manual clause [D2025C](#) (2017-08-17) Wood Packaging Materials
SACC Manual clause [D9002C](#) (2007-11-30) Incomplete Assemblies
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 [A9068C](#) (2010-01-11) Government Site Regulations

6.12 Shipping Instructions

6.12.1 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) Ottawa, ON Incoterms® 2010 for shipments from a commercial contractor.

6.12.1.2 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.

6.13 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.

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- (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](#)".

ANNEX "A"

Part 1 - STATEMENT OF REQUIREMENT

The Canadian Food Inspection Agency (CFIA) has a requirement for the supply of one new double door pass through autoclave (hereinafter referred to as "The Autoclave"), which must meet all of the mandatory technical requirements as specified below and the mandatory evaluation criteria as specified at Part 2 - Mandatory Technical Evaluation Criteria.

1) Background:

The CFIA's Biologics Production Unit (BPU) is responsible for manufacturing Tuberculosis and Brucellosis diagnostic test reagents in support of Canada's Animal Health Programs. The new double door pass through autoclave is required to replace an existing model, aged 50 years, that is no longer ergonomically safe to operate and requires frequent repairs with parts that are no longer manufactured.

2) Deliverables and Scope of Work:

The Contractor must provide all of the following:

1. One (1) double door pass through autoclave with on-site installation;
2. On site removal of existing autoclave being replaced;
3. One year warranty;
4. On-site training;
5. Manuals; and
6. All as detailed herein.

3) Mandatory Technical Requirements:

Item. #	
	Sterilizer Construction
1	Chamber / Jacket Material; Standard – 316L Stainless Steel Chamber, Carbon Steel Jacket.
2	Paneling Configuration: Recess Paneling One End – Cabinet Mount Opposite End.
3	Cabinet – Front and Side panels to be either hinged or removable.
4	Cabinet – Front panel to be stainless steel construction
5	Cabinet – Autoclave equipment and building service must be fully enclosed by stainless steel panels accessible for maintenance/service.
	Doors and Gaskets
6	Door and Seal – Door seal must be manually retractable in the event of an emergency or to allow access to chamber due to a system failure.
7	Door to come with safety switch to prevent steam from entering the chamber until the door is closed and sealed.
8	Door and Seal – Counter-balanced manual Swing Doors;
	Shelving
9	
10	Cart must be equipped with 3 shelves, and adjustable shelf supports: the lower one is fixed; the middle and the higher ones are removable.
	Components
11	Autoclave condensate drains hard connection outside containment. Drain on the clean side of the autoclave.

12	Must have two ½" or adaptable to ½" Thermocouple Ports for drain and chamber.
13	Internal Baffle constructed of stainless steel. Internal Baffle required to prevent wetting of load.
Steam and Air Removal	
14	Air Removal Method: Standard Hi-Vacuum System with Water Ejector including booster pump.
15	Autoclave must be able to use city water with no special treatment.
16	Must have water and energy saving technology.
Controls	
17	Double Door Controller Upgrade: Full Touch Screen Controls mounted on both sides (include one printer).
18	PLC Control System.
19	User programmable cycles, any combination of liquid, vacuum, and gravity.
20	Must have vacuum dry capability.
21	Programmable to set individual automatic unit start-up and shut-down times for each day of the week. Any cycle that is started and will run past the programmed shut-down time will be completed before the unit will shut down/negate the programmed shut-down time.
22	Minimum touchscreen 6" Colour Display
23	Alpha Numeric Thermal Printer with 24 rolls
24	Ethernet Communication Port.
25	Surge Suppressor for Controls.
26	Emergency Manual Override.
27	Internal Pressure Door Lock.
28	Must have ASME (American Society of Mechanical Engineers) U-1 Code Stamping and CRN number and CSA approval.
29	Electrical Specifications: 110 Volts, Single Phase

The contractor must meet all applicable Canadian Standard Association (CSA) or Underwriters' Laboratories of Canada (ULC) standards.

1) On-site Installation

On-Site installation must be provided and must be carried out by a contractor's qualified service technician.

All deliverable must be delivered, installed, integrated, and configured by the Contractor at the location specified in the Contract.

The Contractor will be responsible for unpacking, assembling, and installing the deliverables at the site. This must include the provision of required moving and installation resources from the loading dock located on the 1st floor to "B" Wing 4th Floor Lab A412, including packaging material, vehicles, cranes, personnel, and floor protection panels. The current interior of the elevator cab is 71" X 77" X 119" high. The path of travel must be confirmed by the contractor.

The Contract must supply all associated materials required to effect complete installation, integration and configuration of the deliverables at the site. This must include all the required power connectors (110 Volts supplied), wiring for electrical, piping for Steam, Pressure Reducing Valve for steam, copper water lines, and any other accessories required to install, integrate and configure the deliverables.

Upon successful completion of the installation, integration and configuration of the deliverables, the Contractor must provide the Technical Authority with written notification that the deliverables are ready for testing.

The contractor must maintain all work areas at the installation sites(s) in a clean and tidy condition on completion of each day's work and on completion of acceptance, including the removal and disposal of all related packing material.

Installation schedule must begin within sixty (60) calendar days, or on a mutually agreed upon date, once unit has been delivered on site. Installation date and details must be confirmed with CFIA Technical Authority prior to commencing.

2) Manuals

The Contractor must deliver manuals in English with the deliverables, 1 soft copy of each Document. This documentation must include all publications pertaining to technical specifications, installation requirements and operating instructions and maintenance specifications.

3) On-site Training

The Contractor must provide on-site training to the Client in English. Two separate sessions on site must be provided. First session of on-site training must be completed within the first two (2) working days after the unit has been delivered. Second session must occur at least 20 business days after the first session. Each session must be for 6 to 8 persons, staff of CFIA.

Training will be provided for the following audience:

End User (6 to 8 persons): Training must include operation and manipulation of the equipment. The training must include but not be limited to product functionality, product features and limitations.

4) Technical Support

Technical support must be available to answer all service calls and shall be able to respond to be on site within 24 hours for regular calls and within 4 hours for emergency calls.

5) Preventative Maintenance Plans

The contractor must provide a preventative maintenance program to the client at the time of commissioning during the period of warranty.

6) Manufacture

Vendor must be an authorized distributor of the autoclave they are offering. Proof should be provided with the bid or within 2 days upon request.

Systems and components must be factory supplied and warranted by the original equipment manufacturer as opposed to after-market supplied and warranted.

Parts

All parts and replacement parts must be factory supplied and supplied by the original equipment manufacturer (OEM).

All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.

Boiler & Pressure vessel certification, ASME code stamping must certify that unit can be operated in the Province of Ontario, Canada

Pressure vessel CRN (Canadian Registration Number).

7) Removal of Existing Autoclave:

The Contractor must remove the existing autoclave from CFIA site.

Dimensions (approximate): 24" X 36" X 60"

Age: approximately 30 years old.

Make: AMSCO

Model: M65CDS

Ser# : 730212-9

Installed: 1974

Inventory Number: C623837

Photo #1 – Trolley and Cart



ANNEX "A"

Part 2 - 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	Required Substantiation	Reference to substantiation in the technical bid.
1	Internal dimension of chamber must be 24" X 36" X 48" (Pass-Through) 680 Litres	Technical brochures or technical data	
2	Autoclave must fit within 48" X 76" wall cut out separating the Containment Room (dirty area) from the Clean Room.)	Technical brochures or technical data	
3	Double Door Configuration, Pass through Doors with integrity locks that prevent the release of pathogens and toxins and maintains the IDA requirement. (Dedicated Cross Contamination Bio-seal)	Technical brochures or technical data	
4	Door and Seal – Counter-balanced manual Swing Doors	Technical brochures or technical data	
5	Two (2) Autoclave trolleys and one (1) cart (see photo 1 for reference) must be supplied and must be compatible with Consolidated model # PTSR24D (pass through 24 x 36 x 48).	Technical brochures or technical data	
6	Autoclave must operate between 100°C and 134°C for decontamination of all waste materials coming from prions.	Technical brochures or technical data	
7	Must be able to use House Steam (in house steam is approx. 13,000 lbs to 25,000 lbs per hour at 125 psi).	Technical brochures or technical data	
8	Ability for owner to change cycle length and operating temperature for each programmable cycle.	Technical brochures or technical data	

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ANNEX "B"

BASIS OF PAYMENT

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: Requirement:

Item	Description	Number of Units	Unit of Issue	Firm Lot Price (CAD)	Extended Price (Number of Units X Firm Lot Price) (CAD)
1	Double door pass through autoclave, including removal of the existing autoclave from CFIA site, in accordance with Annex "A"	1	Lot	\$	\$
2	On-site Installation, in accordance with Annex "A"	1	Lot	\$	\$
3	On-site Training, in accordance with Annex "A"	1	Lot	\$	\$
	Evaluated Price (Sum of items 1 to 3) (CAD):				\$

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ANNEX “C”

LIST OF PRODUCTS

Product Name	Model/Part Number	Name of Manufacture		

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ANNEX "D"

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

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

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ATTACHMENT "E" 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);

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ATTACHMENT "F" to PART 5 OF THE BID SOLICITATION

OEM Certification

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	_____