



RETURN BIDS TO:

**RETOURNER LES
SOUMISSIONS À :**

NRC.BidReceiving-
ReceptiondesSoumissions.CNRC@nrc-cnrc.gc.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITIONS**

Proposal To: National Research Council Canada

We hereby offer to sell to His Majesty the King 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 thereof.

Proposition aux : Conseil national de recherches Canada

Nous offrons par la présente de vendre à [Son-Sa](#) Majesté le Roi 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-annexées, au(x) prix indiqué(s).

Instructions : See [Herein](#)

Instructions: Voir aux présentes
Comments - Commentaires

**Vendor/Firm Name and address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

**Issuing Office – Bureau de distribution
National Research Council Canada
Conseil national de recherches Canada**

Title – Sujet Supply of a Stainless Steel Jacketed Radial Arm Door Autoclave for CL3 Laboratory	
Solicitation No. – N° de l'invitation 23-58043	Date July 17, 2023
Solicitation Closes – L'invitation prend fin at – à 02 :00 PM on – le August 14, 2023	Time Zone Fuseau horaire <u>EDT</u>
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Carol Cooper	
Email address – l'adresse courriel : Carol.cooper@nrc-cnrc.gc.ca	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :	
1200 Montreal Road, Ottawa, ON K1A0R6	

Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone	
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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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

1.2 Statement of Requirement

To provide a Stainless Steel jacketed autoclave with radial arm doors in accordance with the detailed Statement of Requirement attached as 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.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

You are invited to submit one electronic Technical Proposal and one electronic Financial Proposal in two separate attachments to fulfil the following requirement forming part of this Request for Proposal. One attachment must be clearly marked 'Technical Proposal' and the other attachment must be marked 'Financial Proposal'. All financial information must be fully contained in the Financial Proposal, and only in the Financial Proposal. Vendors who provide financial information in the technical proposal will be disqualified. All proposals should include the front page of this RFP duly completed.

2010A (2022-12-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

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.

Proposals submitted must be valid for not less than ninety (90) calendar days from the closing date of the RFP.

2.1.1 It is the Bidder's responsibility to:

- (a) return a signed copy of the bid solicitation, duly completed, IN THE FORMAT REQUESTED;
- (b) direct its bid ONLY to the Bid Receiving address specified;



- (c) ensure that the Bidder's name, the bid solicitation reference number, and bid solicitation closing date and time are clearly visible;
- (d) provide a comprehensive and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

Timely and correct delivery of bids to the specified bid delivery address is the sole responsibility of the Bidder. The National Research Council Canada (NRC) will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.

2.1.2 Bids may be accepted in whole or in part. The lowest or any bid will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern. NRC may enter into contract without negotiation.

2.1.3 Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the terms and conditions of the resulting contract.

2.1.4 Bids will remain open for acceptance for a period of not less than ninety (90) days from the closing date of the bid solicitation, unless otherwise indicated by NRC in such bid solicitation.

2.1.5 While NRC may enter into contract without negotiation, Canada reserves the right to negotiate with bidders on any procurement.

2.1.6 Notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.

2.1.7 If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.

2.1.8 If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion: either continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or cancel the solicitation; or cancel and reissue the solicitation.

2.2 Late Bids

All risks and consequences of incorrect delivery of electronic bids are the responsibility of the Bidder. The National Research Council Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before. Electronic bids received after the indicated closing time based on NRC servers' received time will be irrevocably rejected. Bidders are urged to send their proposal in sufficient time, in advance of the closing time to reduce any technical issues. The National Research Council Canada will not be held responsible for bids sent before closing time but received by the NRC servers after the closing time.

2.3 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 1200 Montreal Road, Building M 54, Ottawa, ON K1A 0R6 on July 24, 2023. The site visit will begin at 10:00 AM EDT, in the lobby.



Bidders are requested to communicate with the Contracting Authority no later than July 20, 2023 at 14:00 EDT to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

2.4 Submission of Bids

Technical and Financial Proposals must be **received electronically** no later than 14:00 **EDT** (NRC's Server Time), August 14, 2023, to the following NRC email address:

NRC.BidReceiving-ReceptiondesSoumissions.CNRC@nrc-cnrc.gc.ca

The NRC has restrictions on incoming e-mail messages. **The maximum e-mail message size including all file attachments must not exceed 10MB.** Zip files or links to bid documents will not be accepted. Incoming e-mail messages exceeding the maximum file size and/or containing zip file attachments will be blocked from entering the NRC e-mail system. A bid transmitted by e-mail that gets blocked by the NRC e-mail system will be considered not received.

Proposals must not be sent directly to the Contracting Authority or the Project Authority.

All submitted proposals become the property NRC.

2.5 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*,



1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.6 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Contracting Authority, Procurement Services
National Research Council Canada
Carol Cooper – carol.cooper@nrc-cnrc.gc.ca

For open public tender

To ensure the equality of information among Bidders, responses to general enquiries will be made available to all bidders unless such publications would reveal proprietary information. The bidder who initiates the question will not be identified. Technical questions that are considered proprietary by the bidder must be clearly identified. NRC will respond individually to the bidder if it considers the questions proprietary. If NRC does not consider the question proprietary, the bidder submitting it will be allowed to withdraw the question, or have the question and answer made available through the Open Bidding System (OBS) to all bidders.

Bidders who attempt to obtain information regarding any aspect of this RFP during the solicitation period through any NRC contacts other than the Contracting Authority identified herein, may be disqualified (for that reason alone).



It is the responsibility of the Bidder to obtain clarification of the requirement contained herein, if necessary, prior to submitting its proposal. The Bidder must have written confirmation from the Contracting Authority for any changes, alterations, etc., concerning this RFP.

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.

2.7 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.

2.8 Bid Challenge and Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the [Recourse Mechanisms](#) page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the [Office of the Procurement Ombudsman \(OPO\)](#). Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms>

<https://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html>

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in separate attachment sections (when applicable) as follows:

- Section I: Technical Bid
- Section II: Financial Bid

There shall be no payment by the National Research Council for costs incurred in the preparation and submission of proposals in response to this request. No payment shall be made for costs incurred for clarification(s) and/or demonstration(s) that may be required by NRC. The National Research Council reserves the right to reject any or all proposals submitted, or to accept any proposal in whole or in part without negotiation. A contract will not necessarily be issued as a result of this competition. NRC reserves the right to amend, cancel or reissue this requirement at any time.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green](#)



Procurement (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

Canada is committed to greening its supply chain. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the **Policy on Green Procurement** (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>), for this solicitation:

- Bidders are encouraged to offer or suggest green solutions whenever possible.
- Bidders are requested to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.
- Bidders should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).
- Product components used in performing the services should be recyclable and/or reusable, whenever possible.
- Bidders are encouraged to offer goods and/or services certified to a reputable eco-label.
- Bidders should use equipment that has high energy efficiency or produces low air emissions.
- Bidders are encouraged to offer environmentally preferred products which supports a sustainable environment for nature and wildlife.
- Bidders are encouraged to offer environmentally preferred products which ensure the comfort and air quality of building occupants.

Bidders are encouraged to consult the following websites:

<https://www.tpsgc-pwgsc.gc.ca/app-acq/ae-gp/index-eng.html>

<https://www.tpsgc-pwgsc.gc.ca/app-acq/ae-gp/rle-glr-eng.html>

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment – See Annex B.

3.1.1 Electronic Payment of Invoices – Bid

Payments from the National Research Council Canada (NRC) are made by electronic payment. Direct deposit payments will be made in Canadian dollars and can only be deposited into Canadian bank accounts.

Only bank accounts outside of Canada are eligible to enroll as a Wire transfer payment method.

3.1.2 Exchange Rate Fluctuation



Bids will be evaluated in Canadian currency, therefore, for evaluation purposes, the exchange rate quoted by the Bank of Canada as being in effect on date of bid closing, shall be applied as the conversion factor for foreign currency. Prices quoted shall not be subject to, or conditional upon, fluctuations in commercial or other interest rates during either the evaluation or contract period.

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 "technical", and "financial", evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Proposals will be assessed in accordance with the mandatory evaluation below. Bidders shall provide a detailed response to each criterion. NRC reserves the right to verify any and all information provided by the bidder in their proposal.

4.1.1.1 Mandatory Technical Criteria

Proposals will be assessed in accordance with the mandatory criteria attached as Annex C. Bidders shall provide a detailed response to each criterion. NRC reserves the right to verify any and all information provided by the bidder in their proposal.

4.1.3 Financial Evaluation

The cost proposal must be a fixed price quotation and Delivered At Place, excluding taxes. The fixed price must include all the materials and services required to fulfil all aspects of the Statement of Requirement. Bidders should identify the currency on which the cost proposal is based.

Applicable Sales Tax: The GST, PST, QST or HST, whichever is applicable, shall be considered an applicable tax for the purposes of this RFP and extra to the price herein. The amount of applicable sales tax shall be disclosed and shown as a separate item.

4.2 Basis of Selection

Lowest evaluated price

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria (Annex A) 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.

5.2 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.

In addition to all other information required in the procurement process, the Bidder **must** provide the following:

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

SURNAME	GIVEN NAME(S)	TITLE



PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 The following security requirements (SRCL and related clauses) as described in Annex D apply and form part of the Contract.

Contractor's Facilities or Premises Requiring Safeguards

6.1.2 Where safeguards are required in order to carry out the work, the contractor shall diligently maintain up to date information relating to its facilities or premises, and those of proposed individuals, for the following addresses:

Civic number / street name, unit / office no. / flat no.

City, province, territory / state

Postal code / ZIP code

Country

6.1.2.2 The Corporate Security Officer must ensure that the Supplier and the individuals concerned hold a valid security clearance at the required level, as set out in Part 1, clause 1.1, "Security Requirements". The organization's President (or other equivalent senior official) may submit a Screening, Consent and Authorization Form for their organization's employees to the NRC Personnel Security Officer at NRC.SS-PersonnelSecurity-SdeS-SecuriteduPersonnel.CNRC@nrc-cnrc.gc.ca.

6.2 Statement of Requirement

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

6.3 General Conditions

2010A (2022-12-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 29, 2026. This includes the 24- month warranty period.

6.4.2 Delivery Date

All the deliverables must be received on or before March 29, 2024.

6.4.3 Delivery and Unloading

D0018C (2007-11-30), Delivery and Unloading

6.4.4 Shipping Terms and Instructions – Free-on-Board Destination and Delivered At Place



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

Incoterms® 2010 “DAP Delivered At Place” 1200 Montreal Road, Ottawa, ON K1A 0R6

NRC Customs contacts for any Customs and Transportation Logistics enquiries:

- Daniel Frampton: (613) 993-9113 / daniel.frampton@nrc-cnrc.gc.ca
- Christian Latreille: (613) 993-2259 / christian.latreille@nrc-cnrc.gc.ca

As part of NRC’s commitment to Greening Government Operations, the Contractor is encouraged to minimize, include recycled content, re-use, or reduce/eliminate toxics in packaging, when possible.

6.4.5 Packaging

The methods used for preservation and packaging must be in conformity with the Contractor's normal standard for domestic shipment or, if necessary, with standards for overseas shipment as below deck cargo.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Carol Cooper
Title: Senior Contracting Officer
National Research Council Canada
Address: 1411 Oxford Street, Halifax, NS B3H 3Z1
Telephone: 902 293 8053
E-mail address: carol.cooper@nrc-cnrc.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: *[to be inserted at contract award]*

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
E-mail address: _____

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the 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 Contractor's Representative *[to be inserted at contract award]*



Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid for costs reasonably and properly incurred in the performance of the work under this Contract in accordance with the following:

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 \$ _____ *insert the amount at contract award*). Customs duties are excluded 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.

6.7.2 Limitation of Expenditure

Unless otherwise authorized in writing by the National Research Council of Canada (NRC), NRC's financial liability to the Contractor under this Contract shall not exceed \$ _____ (*insert the sum*). Customs duties are excluded and Applicable Taxes are extra. The Contractor must not perform any work that would cause the total liability of NRC to exceed this limitation unless authorized in writing by the Contracting Authority through a contract amendment. All work shall be done to the full satisfaction of the Technical Authority named herein before any payment shall become due to the Contractor.

6.7.3 Method of Payment

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

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.7.4 SACC Manual Clauses

SACC Manual clause **C0100C** 2010-01-11, Discretionary Audit - Commercial Goods and/or Services



SACC Manual clause C2000C (2007-11-30), Taxes - Foreign-based Contractor

SACC Manual clause C2605C (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor

6.7.5 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic Only);
- b. Wire Transfer (International Only);

6.8 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, good and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the Statement of Requirement and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.9 Invoicing Instructions

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.

Invoices **must** be sent to: nrc.invoice-facture.cnrc@nrc-cnrc.gc.ca

PLEASE QUOTE CONTRACT NO. *[to be inserted at contract award]* ON ALL DOCUMENTATION AND INVOICES.

6.10 Certifications and Additional Information

6.10.1 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.

6.11 Applicable Laws

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



6.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2022-12-01);
- (c) ANNEX A, Statement of Requirement;
- (d) ANNEX D, Security Requirements Check List (*if applicable*);
- (e) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*).

6.13 SACC Manual Clauses

- B1501C (2018-06-21) Electrical equipment
- B7500C (2006-06-16) Excess Goods
- G1005C (2016-01-28) Insurance – No Specific Requirements

6.14 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

6.15 Non-Permanent Resident (Foreign Company)

The Contractor shall ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfilment of the Contract, who are neither Canadian citizens nor United States nationals, receive all appropriate documents and instructions relating to Canadian immigration requirements and secure all required employment authorizations prior to their arrival at the Canadian port of entry. The Contractor shall ensure that United States nationals having such intentions receive all appropriate documents and instructions in that regard prior to their arrival at the Canadian port of entry. Such documents may be obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor shall be responsible for all costs incurred as a result of non-compliance with immigration requirements.

OR

6.15 Non-Permanent Resident (Canadian Company)

The Contractor is responsible for compliance with the immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfilment of the Contract. In some instances, the employment authorization necessary to enter Canada cannot be issued without prior approval of Human Resources Centre Canada (HRCC). HRCC should always be contacted as soon as the decision to bring in a non-permanent resident is made. The Contractor will be responsible for all costs incurred as a result of non-compliance with immigration requirements.



6.16 Withholding of 15 percent on Service Contracts with Non-residents

Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the [Canada Revenue Agency](#) (CRA). The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

Although most tax treaties between Canada and other countries provide for some relief from Canadian tax, Canada does not normally relinquish its right to withhold tax pursuant to the provisions of section 153 of the [Income Tax Act](#) and subsection 105(1) of the [Income Tax Regulations](#). If the non-resident contractor can adequately demonstrate, based on treaty protection, that the withholding normally required is in excess of the ultimate tax liability, or that the withholding creates undue hardship to the contractor, then the CRA may issue permission to the payer authorizing a reduction of the subsection 105(1) withholdings. The procedure to apply for a reduction of withholding is detailed in Income Tax Information Circular [IC75-6R2](#) Appendices A and B, as well as in CRA's [T4061, Non resident Tax Withholding, Remitting, and Reporting](#). Requests for a waiver or a reduction of the withholding will not be entertained unless deductions at source are remitted to CRA.

6.17 Government Smoking Policy

Where the performance of the work requires the presence of the Contractor's personnel on government premises, the Contractor shall ensure that its personnel shall comply with the policy of the Government of Canada which prohibits smoking on any government premises.

6.18 Access to Government Facilities/Equipment

Access to the facilities and equipment necessary to the performance of the work shall be provided through arrangements to be made by the Technical Authority named herein. There will be however, no day-to-day supervision of the Contractor's activities, nor control of the Contractor's hours of work by the Technical Authority.

The Contractor undertakes and agrees to comply with all Standing Orders and Regulations in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fires.



ANNEX "A" - STATEMENT OF REQUIREMENT

1. Pass-Through Steam Autoclave for Containment Level 3 Animal Facility

2. BACKGROUND

The Human Health Therapeutics Research Center, National Research Council Canada has a requirement for the supply of quantity:1 double sided (pass-through), radial arm locking door, Stainless Steel jacketed sterilizer (steam autoclave) with a bioseal to meet the requirements of our Containment Level 3 operating license as issued by the Public Health Agency of Canada (PHAC) and the Canadian Food Inspection Agency (CFIA). This is to replace an outdated and deteriorating existing unit. This equipment must have a Stainless Steel jacket, radial arm locking doors (dual sided), bioseal (To ensure the CL-3 lab is contained, CL-3 autoclaves are equipped with a biological sealing flange or bio-seal. A bio-seal provides separation and a positive seal between the hazardous side and safe side, which is imperative for the safety of personnel. The bio-seal shall be comprised of a steel or stainless- steel plate that is continuously welded to all four sides of the sterilizer. It extends out beyond the frame of the sterilizer to which the installer then attaches the barrier – a durable silicone gasket. The gasket extends between the barrier flange and the wall and is secured in place by stiffening bars to ensure a leak-tight fit. All penetrations through the barrier flange (for either wiring or plumbing) are fully potted to prevent air leaks) suitable for CL3 containment laboratories such that it meets the requirements as outlined in the current Edition (3rd) of the Canadian Biosafety Standard (CBS).

3. ACRONYMS

CBS	Canadian Biosafety Standard
CFIA	Canadian Food Inspection Agency
CL-3	Containment Level-3
NRC	National Research Council Canada
PHAC	Public Health Agency of Canada
SOR	Statement of Requirement
TA	Technical Authority

4. REQUIREMENTS/SPECIFICATIONS:

Pass-Through Steam Autoclave for Containment Level 3 Animal Facility

Required quantity: 1

The Contractor must provide the requirement with the following specifications:

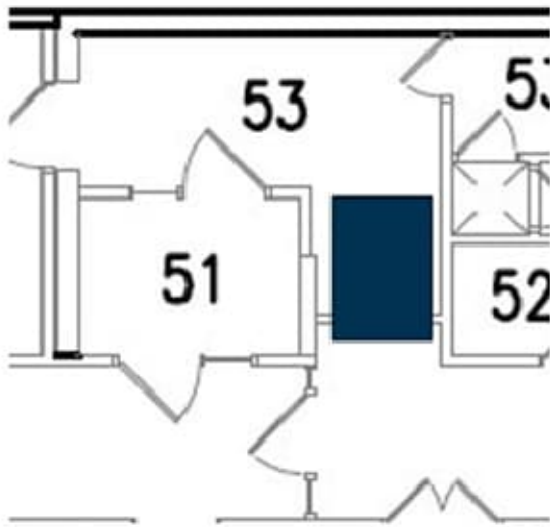


5.

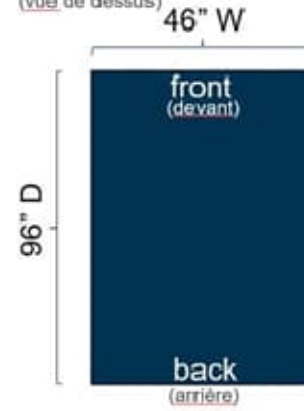
Technical Specifications and Requirements
The autoclave must be installed and fit within the footprint of the current unit that is being replaced (78 inches H x 46 inches W x 96 inches D). Site visit highly recommended
The Autoclave must be installed and fit through the current wall penetration (78 inches H x 46 inches W) Site visit highly recommended
Interior chamber dimensions must be at least: 24" x 36" x 60" (W x H x Depth front to back) with a minimum 850 litre capacity
Interior chamber must be constructed of 316L stainless steel with a polished and passivated finish
Jacket material shall be Stainless Steel
Sterilizers must be equipped with a 1/2" NPT port for use with validation or process measurement
Pressure vessels must be welded in compliance with ASME Section VIII, Division I
Doors must be radial-arm locking doors with a silicone gasket
Door gaskets must be passive (does not require high pressure air, steam or vacuum to operate. Simply closing the door must compress the silicone gasket to create a secure seal).
Doors must be hinged doors than open to the left (i.e., door hinges are on the left side of each door)
Doors must have an electro-mechanical interlock system such that both doors cannot be opened at the same time
Door interlock system must prevent the exterior door from being opened until the sterilization cycle is complete and successful
Door safety switches or sensors must be in place to prevent a cycle starting unless the doors are fully engaged (closed)
Piping, fittings, and valves must be constructed of stainless steel or brass/bronze.
All piping, fittings and valves must be easily repairable and available from the open market (i.e. non-proprietary)
Safety relief valves and drains must be integral to the plumbing configuration
Steam inlets must be baffled to minimize direct condensate on the load, reduce load wetting, and help assure proper steam uniformity within the chamber
Sterilizer jacket and all steam service piping must include a minimum 1" fiberglass-based insulation
Sterilizer must be fitted with standard, mechanical pressure gauges for jacket and chamber
Must include color touch-screen control display panels for both sides of the sterilizer
Touch-screen display location to the right of door on chamber load side
Touch-screen display location to the right of door on chamber unload side
Color touch-screen control must allow for at least the following: -Industry standard (liquid, gravity, gravity with vacuum dry, pre-vacuum) and custom sterilizer cycles - Chamber vacuum leak rate and Bowie-Dick test cycles must be included -Chamber exposure temperature set point control range of 105°C – 135°C required -User selectable parameters and cycle



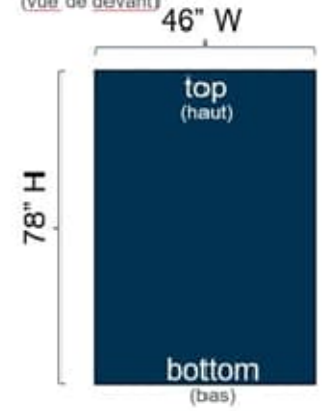
<ul style="list-style-type: none">-Minimum 50 cycle storage capacity-User programmable automatic daily start-up and shut-down control-Ability for manager to lock cycle configuration-E-stop push button for emergency intervention-User traceability password protection with up to 50 usernames and passwords-Must have a battery backup to retain programming, memory, & configuration data in the event of a power outage-Energy saving idle mode-Cycle data capture: thermal printer with paper take-up spool, SD data card and/or USB
Autoclave must be fitted with a bioseal constructed with stainless steel and a silicone membrane.
Must have an emergency manually operated chamber exhaust valve
Autoclave must have effluent decontamination filters
Autoclave will use house steam, water supply and electrical
Must be equipped with an integral water quenching system that cools effluent discharge temperature (to drain) to less than 140° F (60° C) while keeping water consumption to a minimum
Must be fitted with 120VAC water booster pump with water-ejector vacuum system
2 loading carts (one for each side) and one transfer carriage to be provided
Training for equipment operators & supervisors must be included
Warranty must include an additional 12-month manufacturer parts and labour and one preventative maintenance service per year for a total of 24-month warranty period
Must include at a minimum a 7year warranty on pressure vessel and chamber doors
Complete removal and disposal of the existing unit as well as installation of the new unit must be included
Shipping/handling and any transportation costs (import fees, duties, transportation and fuel charges) from the manufacturer to the final location (1200 Montreal Road, Building M-54, room 53, Ottawa, Ontario, Canada, K1A 0R6) must be included
Initial startup, commissioning and calibration must include all travel costs, time on-site and materials
The supplier must be able to respond to service calls within 48hrs
Certifications, Documentation, Quality Assurance : <ul style="list-style-type: none">- ASME, U-1 Code, stamped & certified pressure vessel- CRN certification for pressure vessel use in Ontario, Canada- cUL electrical certification



Top view
(vue de dessus)



Front view
(vue de devant)





ANNEX "B"- BASIS OF PAYMENT

In consideration of the Bidder satisfactorily completing all of its obligations under the Contract, the Bidder will be paid a firm price as specified below. Customs duties are excluded and Applicable Taxes are extra.

Goods must be consigned and delivered to the destination specified.
Incoterms® 2010 "DAP Delivered At Place" 1200 Montreal Road, Ottawa, ON K1A 0R6

Item	Description (A)	Unit of Measure (B)	Qty (C)	Firm Lot Price (D)	Extended Price (C x D = E) (E)
1	Stainless Steel Jacketed Radial Arm Door Autoclave (to include all materials and accessories as detailed in Annex A)	Lot	1	\$ _____	\$ _____
2	Delivery				\$ _____
3	Commissioning				\$ _____
4	Training				\$ _____
	Total Price (Sum of Column E)				\$ _____



ANNEX "C"- MANDATORY EVALUATION CRITERIA

In their proposals, bidders must demonstrate in writing they meet the following mandatory criteria. Failure to meet any of the mandatory criteria will render the bid non-compliant and it will be given no further consideration. Links to web pages are not accepted and will be assessed a "NOT MET" rating.

	CRITERIA	SUBSTANTIATION Please Cross Reference to Specific pages in your proposal [Completed by Bidder]	ASSESSMENT MET/ NOT MET [Completed by NRC Evaluator]
M1	Dimensions: Autoclave must meet dimensional specifications outlined in the requirements (footprint, wall penetration) while allowing for installation of bio-seal. Internal chamber dimensions must be at least: 24" x 36" x 60" (W x H x Depth front to back) with a minimum 850 litre capacity		
M2	Materials: Autoclave must be manufacture using the required materials (316L stainless jacket, stainless outer cabinet and flashing, Stainless Steel jacket) and piping, fittings, and valves must be constructed of stainless steel or brass/bronze.		
M3	Doors: Autoclave must have radial arm locking interlocked doors fitted with a passive silicone gasket (does not require high pressure air, steam or vacuum to operate. Simply closing the door must compress the silicone gasket to create a secure seal). Door must be hinged such that they swing open to the left (hinges on left side of each door).		
M4	Controls: Must have touch screen controls on both sides of the autoclave and must also include standard, mechanical pressure gauges for jacket and chamber.		



<p>M5</p>	<p>Cycle Specifications: Industry standard (liquid, gravity, gravity with vacuum dry, pre-vacuum) and custom sterilizer cycles as well as chamber vacuum leak rate and Bowie-Dick test cycles must be included. Chamber exposure temperature set point control range of 105°C – 135°C required. Energy saving idle mode. Must be equipped with an integral water quenching system that cools effluent discharge temperature (to drain) to less than 140° F (60° C) while keeping water consumption to a minimum</p>		
<p>M6</p>	<p>Safety: Doors must have an electro-mechanical interlock system such that both doors cannot be opened at the same time. Must include an emergency stop (E-stop) button and emergency manually operated chamber exhaust valve. User traceability password protection with up to 50 usernames and passwords. Training for equipment operators & supervisors must be included</p>		
<p>M7</p>	<p>Certification: ASME, U-1 Code, stamped & certified pressure vessel, CRN certification for pressure vessel use in Ontario, Canada, cUL electrical certification.</p>		
<p>M8</p>	<p>Warranty and Service must include an addition 12-month manufacturer parts and labour and one preventative maintenance service per year for a total of 24-month warranty period. Must include at least a 7-year warranty on pressure vessel and chamber doors.</p>		



ANNEX "D" - SECURITY REQUIREMENTS CHECK LIST