



**RETURN BIDS TO:**

**RETOURNER LES  
SOUSSIONS 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 au :** Conseil national de recherches Canada

Nous offrons par la présente de vendre à 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**

<b>Title – Sujet</b> High-throughput Sonicator	
<b>Solicitation No. – N° de l'invitation</b> 23-58248	<b>Date</b> April 29, 2024
<b>Solicitation Closes – L'invitation prend fin</b> <b>at – à 02 :00 PM</b> <b>on – le May 24, 2024</b>	<b>Time Zone Fuseau horaire</b>  EDT
<b>D.A.P. - R.L.D.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Inquiries to : - Adresser toutes questions à:</b>  Kacendra Dion	
<b>Email address – l'adresse courriel :</b>  Kacendra.Dion@cnrc-nrc.gc.ca	
<b>Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :</b>	
National Research Council Canada  6100 avenue Royalmount Montréal, Québec H4P 2R2	

<b>Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone</b>	
<b>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)</b>	
<b>Signature</b>	<b>Date</b>



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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;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, please contact NRC's personnel security administrator at [NRC.SS-PersonnelSecurity-SdeS-SecuriteduPersonnel.CNRC@nrc-cnrc.gc.ca](mailto:NRC.SS-PersonnelSecurity-SdeS-SecuriteduPersonnel.CNRC@nrc-cnrc.gc.ca)

### **1.2 Statement of Requirement**

To provide High-throughput Sonicator 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 (RFP). 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 sixty (60) 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 sixty (60) 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 Submission of Bids**

Technical and Financial Proposals must be received electronically no later than 14:00 EDT (NRC's Server Time), Solicitation Closing Date shown on Front Page to the following NRC email address:

[NRC.BidReceiving-ReceptiondesSoumissions.CNRC@nrc-cnrc.gc.ca](mailto: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 Technical Authority.

All submitted proposals become the property NRC.

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 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  
Kacendra Dion - Kacendra.Dion@cnrc-nrc.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.

## **2.5 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

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

## **2.6 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
- Section III: Certifications

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) (<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) (<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 must explain and demonstrate how they meet the Mandatory Technical requirements at Annex C.

## **Section II: Financial Bid**

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

### **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.

## **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 Mandatory technical Evaluation Criteria and Financial Evaluation.
- (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 and rated (if applicable) 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**

Failure to meet the Mandatory Technical Requirements will render the proposal as non-responsive and no further evaluation will be carried out. The Mandatory Criteria listed in Mandatory Technical Criteria - Annex C will be evaluated on a simple pass/fail basis.

#### **4.1.2 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.

### **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 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

#### Compliance Certification - **B1501C** (2018-06-21) Electrical Equipment

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

By submitting a bid in response to this bid solicitation, the Bidder certifies that:

- a. it has read and understands the obligations under certification of SACC Manual Clauses B1501C Electrical Equipment, below;
- b. it understands that 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.
- c. The electrical equipment certification must be complied with or the bid may be declared non-responsive, or Canada may terminate any resulting contract for default.

I \_\_\_\_\_ (name of business) 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.

Name: \_\_\_\_\_ has certified to their compliance with this requirement.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### 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).

<u>SURNAME</u>	<u>GIVEN NAME(S)</u>	<u>TITLE</u>

## 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

### 6.2 Statement of Requirement

The Contractor must provide a High-throughput Sonicator in accordance with the Requirement at Annex "A" and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_.

### 6.3 General Conditions

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



### **6.3.1 Supplemental General Conditions**

[Section 4.4003 - Licensed Software - Buyandsell.gc.ca](#) (2010-08-16), 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 December 31, 2024.

#### **6.4.2 Delivery Date**

All the deliverables must be received on or November 30, 2024

#### **6.4.3 Delivery Points**

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

#### **6.4.4 Delivery and Unloading**

When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel.

#### **6.4.5 Shipping Terms and Instructions - Delivered At Place**

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

Incoterms® 2020 "DAP Delivered At Place"

6100 avenue Royalmount  
Montréal, Québec  
H4P 2R2

NRC Customs contacts for any Customs and Transportation Logistics enquiries:

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

#### **6.4.6 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: Kacendra Dion  
Title: Senior Contracting Officer  
National Research Council Canada

Telephone: (438) 324-8125  
E-mail address: Kacendra.Dion@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:

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ \_\_\_\_ \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 Payment

### 6.6.1 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 contract for a cost of \$ \_\_\_\_\_. 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.

### **6.6.2 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 \$\_\_\_\_\_. 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.

### **6.6.3 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.

### **6.6.4 SACC Manual Clauses**

#### **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**

#### **SACC Manual clause C2608C (2020-07-01), Canadian Customs Documentation**

### **6.6.5 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);

### **6.7 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.



## 6.8 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](mailto:nrc.invoice-facture.cnrc@nrc-cnrc.gc.ca)

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

## 6.9 Certifications and Additional Information

### 6.9.1 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.

## 6.10 Applicable Laws

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

## 6.11 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 [4003](#) (2010-08-16)
- (c) the general conditions [2010A](#) (2022-12-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.
- (d) ANNEX A, Statement of Requirement
- (e) ANNEX D, Security Requirements Check List
- (f) the Contractor's bid dated \_\_\_\_\_

## 6.12 SACC Manual Clauses

**SACC Manual clause [B1501C](#)** (2018-06-21) Electrical equipment

**SACC Manual clause [G1005C](#)** (2016-01-28) Insurance – No Specific Requirements

**SACC Manual clause [4013](#)** (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules

## 6.13 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-](mailto:boa.opo@boa-)



[opo.gc.ca](http://opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

#### **6.14 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.

#### **6.15 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**

The department of Human Health Therapeutic (HHT) Microbial fermentation of National Research Council Canada NRC requires High-throughput Sonicator for lysis of bacteria in order to check the protein production yield and sample analysis to obtain detailed information about the microbial test results.

### **Requirements**

The Contractor must supply and deliver a High-throughput Sonicator in accordance with the technical requirements in Table 1.

#### **Table 1: High-throughput Sonicator**

##### **Applications (All the applications must be demonstrated by a study):**

- Complete lysis (100%) of Gram-negative bacteria (including E. coli) and must be demonstrated by a study.
- Lysis of Gram-positive bacteria and yeast and must be demonstrated by a study.
- DNA/RNA shearing and must be demonstrated by a study
- Cell and tissue disruption (for mass spectrometry and other application) and must be demonstrated by a study
- Sonication efficiency identical for tubes in every position in the cell holder, and reproducible between runs in similar conditions and must be demonstrated by a study

##### **Specification required:**

- Must process a minimum of 8 samples per cycle.
- Processed volume should be in the range of 50 to 200 uL
- Must include the tube holders (0.2 and 1.5 mL, or equivalent).
- Tubes must rotate in the bath during sonication, each sample is subjected to the same testing criteria.
- Temperature control must able to reach minimum 5°C or colder.
- The sonication cycle should be less than 15 minutes

##### **Software and license**

- If required, a desktop computer running Windows 10 with administrator access, a monitor and all the required accessories must be included.
- All required licenses for operation and maintenance must be included.

##### **Safety**

- The equipment must emit below 80dB during a sonication.

##### **Installation**

- The Contractor must install, integrate and configure all deliverables at the location specified in the contract. The Contractor must unpack, assemble and install the deliverables on site. Where applicable, this includes, but is not limited to, providing necessary moving and installation resources, packing materials, vehicles, cranes, personnel and floor protection boards. The Contractor must apply all related materials necessary for the complete installation, integration and configuration of the deliverables on site. This includes, but is not limited to, all electrical connectors, cables and other accessories necessary for the installation, integration and configuration of the delivered products. Upon successful completion of 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 site(s) in a clean and tidy condition at the end of each working day and at the end of receiving, including the removal and disposal of all related packaging materials.

The Contractor must begin installation within 30 calendar days of delivery and must complete installation within 30 calendar days of the installation start date.

Following installation, a service report with test results must be delivered.

#### **Manuals and documentation:**

- The contractor must provide a complete manual, in English and if possible, in French, with the deliverables, in paper and electronic version. This documentation must include all publications relating to technical specifications, installation requirements and instructions for use. All electronic copies must be in Adobe PDF format.

#### **Training:**

- The contractor must provide training on the Royalmount site in French or English. Training must cover the operation and handling of the equipment. Training must include, but is not limited to, product functionality, features and limitations. The Contractor must provide on-site training within 30 calendar days of installation.

#### **Warranty**

- Warranty coverage for the unit must include a minimum of two years of manufacturer's warranty which includes all parts and labor, plus shipping charges.

#### **Equipment compliance**

- Prior to delivery, all electrical equipment supplied under the Contract must have been listed or approved for use in accordance with Part 1 of the Canadian Electrical Code by a certification body accredited by the Standards Council of Canada.
- The equipment must have an approval label.
- Voltage must be composed or adapted for 120V, 60 Hz, 1 phase.

#### **Quality Assurance and verification of certification**

- The Contractor is required to provide evidence of certification (a Certificate of Compliance or field evaluation report) for each electrical equipment item they are delivering under the Contract prior to delivery. This evidence must be from the appropriate certification organization accredited by the Standards Council of Canada (refer to [Recognized Canadian Electrical Product or Equipment Approval Marks | Standards Council of Canada - Conseil canadien des normes \(scc.ca\)](#) for more details).
- In the event that any electrical equipment fails to meet the required certification standards, the Contractor may be provided with a reasonable period to rectify the non-compliance at the contractor's expense. If, within this specified period, the Contractor is unable to rectify the non-compliance, the equipment will be rejected upon delivery and returned back to the Contractor's address at their own expense. The electrical equipment certification must be fully complied with, as failure to do so may result in Canada terminating the contract due to default.

**ANNEX B**  
**BASIS OF PAYMENT**

The Contractor will be paid a fixed lump sum in Canadian dollars (including shipping charges; plus applicable customs duties and taxes) for the supply and delivery of the requested goods and services, in accordance with the requirements of Appendix A (Statement of Requirements), after delivery to the destination site.

6100 Royalmount Avenue  
Montreal, Quebec  
H4P 2R2

**Financial evaluation**

Item	Description	Unit	Emission unit	Calculated fixed price (CA)
1	- High-throughput Sonicator including software, licenses and computer if required. - Tubes holders for 0.2- and 1.5- mL tubes (or equivalent) - Manuals - Training - 2 years warranty	1	Lump sum A	_____ \$



	<ul style="list-style-type: none"> <li>• Temperature control must be able to reach minimum 5°C or colder.</li> <li>• The sonication cycle should be less than 15 minutes.</li> <li>• The equipment must be below 80dB during a sonication</li> </ul>	Document Name : _____ Page Number : _____  Document Name : _____ Page Number : _____  Document Name : _____ Page Number : _____	Yes / No  Yes / No
	<p><b>Electrical specification:</b>  The Bidder must submit a duly signed Compliance Certification - B1501C (2018-06-21) for Electrical Equipment in Part 5 with their bid. Bidder's that do not include this certification will be deemed non-compliant.</p>	Document Name : _____ Page Number : _____	Yes / No



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

**PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE**

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant

4. Brief Description of Work / Brève description du travail

5. a) Will the supplier require access to Controlled Goods?  
Le fournisseur aura-t-il accès à des marchandises contrôlées?  No / Non  Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?  
Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?  No / Non  Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?  
Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?  
(Specify the level of access using the chart in Question 7. c)  
(Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)  No / Non  Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted.  
Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.  No / Non  Yes / Oui

6. c) Is this a commercial courier or delivery requirement with **no** overnight storage?  
S'agit-il d'un contrat de messagerie ou de livraison commerciale **sans** entreposage de nuit?  No / Non  Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
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7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>  Not releasable À ne pas diffuser <input type="checkbox"/>  Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>  Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>  Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :
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7. c) Level of information / Niveau d'information

PROTECTED A PROTÉGÉ A <input type="checkbox"/> PROTECTED B PROTÉGÉ B <input type="checkbox"/> PROTECTED C PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> SECRET SECRET <input type="checkbox"/> TOP SECRET TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/> NATO SECRET NATO SECRET <input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/> PROTECTED B PROTÉGÉ B <input type="checkbox"/> PROTECTED C PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> SECRET SECRET <input type="checkbox"/> TOP SECRET TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>
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Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
 If Yes, indicate the level of sensitivity:  
 Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui  
 Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
 Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET-SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMBLEMES			

Special comments:  
 Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
 If Yes, will unscreened personnel be escorted?  
 Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  No  Yes  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  Non  Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  No  Yes  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  Non  Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**