

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
PWGSC/TPSGC Acquisitions
1045 Main Street
1st Floor, Lobby C
Unit 108
Moncton, NB E1C 1H1
Bid Fax: (506) 851-6759

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Supercritical Fluid Extractor	
Solicitation No. - N° de l'invitation 01913-140282/A	Date 2013-11-05
Client Reference No. - N° de référence du client 01913-140282	
GETS Reference No. - N° de référence de SEAG PW-\$MCT-011-4725	
File No. - N° de dossier MCT-3-36062 (011)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-12-16	Time Zone Fuseau horaire Atlantic Standard Time AST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Sharpe, Charlene A.	Buyer Id - Id de l'acheteur mct011
Telephone No. - N° de téléphone (506) 851-3467 ()	FAX No. - N° de FAX (506) 851-6759
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF AGRICULTURE AND AGRI-FOOD 440 UNIVERSITY AVE CHARLOTTETOWN Prince Edward Island C1A4N6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Requirement
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. SACC Manual Clauses
12. Shipping Instructions

List of Annexes:

- | | |
|---------|------------------|
| Annex A | Requirement |
| Annex B | Basis of Payment |

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is **no security requirement** associated with this bid solicitation.

2. Requirement

The requirement is detailed under Article 2 of the resulting contract clauses.

(Derived from - Provenant de: B4008T, 16/06/06)

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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2013/06/01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids **transmitted by facsimile or electronic mail to PWGSC will not be accepted.**

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

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

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

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

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

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

Section I: Technical Bid

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

The complete specifications and/or descriptive literature should be submitted with the proposal but may be submitted afterwards. If the complete specifications and/or descriptive literature are not submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet this requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

Section II: Financial Bid

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

1.1 Exchange Rate Fluctuation

C3011T (2010/01/11), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation**1.1.1 Mandatory Technical Criteria**

Mandatory Technical Criteria as specified in Annex A.

1.2 Financial Evaluation

SACC Manual Clause A0220T (2013/04/25), Evaluation of Price

2. Basis of Selection**SACC Reference**

A0031T

Section

Basis of Selection - Mandatory Technical Criteria

Date

2010/08/16

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. 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 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is **no security requirement** applicable to this Contract.

2. Requirement

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

(Derived from - Provenant de: B4008C, 16/06/06)

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2013/04/25), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

3.2 Supplemental General Conditions

4011 (2012/07/16), Goods - Medium Complexity apply to and form part of the Contract.

4. Term of Contract

4.1 Delivery Date

All the deliverables must be received on or before March 31, 2014.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Charlene Sharpe
Acting Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
1045 Main Street, Unit 108
Moncton, NB E1C 1H1
Telephone: 506-851-3467
Facsimile: 506-851-6759
E-Mail: Charlene.Sharpe@pwgsc-tpsgc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is: ***will be identified at contract award***

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

Facsimile: _____

E-mail address: _____

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

5.3 Contractor's Representative *Bidders are to provide the following information:*

Name: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

6. Payment

6.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex B for a cost of \$ _____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

(Derived from - Provenant de: C0207C, 25/04/13)

6.2 Limitation of Price

SACC Manual clause C6000C (2011/05/16) Limitation of Price

6.3 Terms of Payment

SACC Manual clause H1000C (2008/05/12) Single Payment

7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

(Derived from - Provenant de: H5001C, 12/12/08)

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4011 (2012/07/16), Goods - Medium Complexity;
- (c) the general conditions 2010A (2013/04/25), General Conditions - Goods (Medium Complexity);
- (d) Annex A, Requirement; and
- (e) the Contractor's bid dated _____

11. SACC Manual Clauses

SACC Reference	Section	Date
B1501C	Electrical Equipment	2006/06/16
B7500C	Excess Goods	2006/06/06
D0018C	Delivery and Unloading	2007/11/30
G1005C	Insurance	2008/05/12

12. Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and Delivered Duty Paid (DDP) Agriculture and Agri-Food Canada, 440 University Avenue, Charlottetown, Prince Edward Island, Incoterms 2000.

Solicitation No. - N° de l'invitation

01913-140282/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mct011

Client Ref. No. - N° de réf. du client

01913-140282

File No. - N° du dossier

MCT-3-36062

CCC No./N° CCC - FMS No/ N° VME

(Derived from - Provenant de: D4001C, 12/12/08)

ANNEX A**REQUIREMENT****Bench-Top Semi-Automated Computer Controlled Supercritical Fluid Extractor**

The complete specifications and/or descriptive literature should be submitted with the proposal but may be submitted afterwards. If the complete specifications and/or descriptive literature are not submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet this requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

AAFC requires a bench-top, semi-automated, computer controlled, supercritical fluid (CO₂) extraction system with multiple extraction chambers, multiple fraction collection vessels, and the capability to use blended polar co-solvents, for easy method development and laboratory-scale extraction of natural products from plant tissues along with total lipids from soil. The instrument must be semi-automated, allowing operators to load separate sample extraction vessels for sequential extractions, enter an extraction program(s), and walk away from the instrument, coming back later to collect residues from extracted fractions.

DELIVERABLES

Contractor is to provide a bench-top, semi-automated, computer controlled, supercritical fluid (CO₂) extraction system meeting the following **mandatory** specifications. **Proposals not meeting all mandatory specifications will be deemed non-responsive:**

- ☐ Lab-scale (benchtop)
- ☐ Semi-automated, programmable for multiple sequential runs
- ☐ Computer controlled via software interface
- ☐ Multiple extraction vessels/cups/columns (minimum of 6)
- ☐ Lab-scale extraction size (5 - 25 mL) per vessel
- ☐ Multiple fraction collection bottles (minimum of 6)
- ☐ Fraction collection bottle size: 100-500 mL
- ☐ CO₂ source: a pressurized gas cylinder
- ☐ CO₂ + co-solvent capabilities
- ☐ Co-solvent administered through a separate pump & solvent selection valve system
- ☐ Minimum number of online co-solvent vessels: 4

Solicitation No. - N° de l'invitation

01913-140282/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mct011

Client Ref. No. - N° de réf. du client

01913-140282

File No. - N° du dossier

MCT-3-36062

CCC No./N° CCC - FMS No/ N° VME

-
- ☐ CO2 pump flow rate: 0.5 - 15.0 mL/min
 - ☐ Co-solvent pump flow rate: 0.1 - 10.0 mL/min
 - ☐ Column Oven Temperature Range: room temperature to 90C
 - ☐ Column Oven Temperature accuracy: +1C
 - ☐ Back-pressure Regulator Flow rate: 1.0 - 20.0 mL/min
 - ☐ Pressure accuracy: +1%
 - ☐ Operating Pressure range: 60 - 400 bar
 - ☐ Voltage: 110 or 220V; 50-60 Hz

Solicitation No. - N° de l'invitation

01913-140282/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mct011

Client Ref. No. - N° de réf. du client

01913-140282

File No. - N° du dossier

MCT-3-36062

CCC No./N° CCC - FMS No/ N° VME

ANNEX B**BASIS OF PAYMENT**

Item No.	Description	OEM Brand Name and Model Number	Unit of Issue	Quantity	Unit Price*	Extended Price
1	Bench-top Semi-automated Computer Controlled Supercritical Fluid Extractor		Each	1	\$ _____	\$ _____
2	Installation fees, if applicable		Lot	1	\$ _____	\$ _____
3	Training fees, if applicable		Lot	1	\$ _____	\$ _____
4	Shipping fees, if applicable		Lot	1	\$ _____	\$ _____
5	Miscellaneous (please specify, if applicable)		Lot	1	\$ _____	\$ _____
Subtotal						\$ _____
HST 14%						\$ _____
Total						\$ _____

* Unit price must include delivery, installation, on- site training by service representative , and one (1) year warranty on parts and labour.