

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Public Works and Government Services Canada**  
**Telus Plaza North/Plaza Telus Nord**  
**10025 Jasper Ave./10025 ave. Jaspe**  
**5th floor/5e étage**  
**Edmonton**  
**Alberta**  
**T5J 1S6**  
**Bid Fax: (780) 497-3510**

## **INVITATION TO TENDER**

### **APPEL D'OFFRES**

**Tender 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.

#### **Soumission 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 et sur toute feuille ci-annexée, au(x) prix indiqué(s).

#### **Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
**Public Works and Government Services Canada**  
**Telus Plaza North/Plaza Telus Nord**  
**10025 Jasper Ave./10025 ave Jasper**  
**5th floor/5e étage**  
**Edmonton**  
**Alberta**  
**T5J 1S6**

<b>Title - Sujet</b> Automated Sample Extraction Systems	
<b>Solicitation No. - N° de l'invitation</b> 6D063-132300/A	<b>Date</b> 2013-11-29
<b>Client Reference No. - N° de référence du client</b> PHAC	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$EDM-183-10019
<b>File No. - N° de dossier</b> EDM-3-36246 (183)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-01-13</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Standard Time MST	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Tikhonovitch, Alex	<b>Buyer Id - Id de l'acheteur</b> edm183
<b>Telephone No. - N° de téléphone</b> (780) 497-3541 ( )	<b>FAX No. - N° de FAX</b> (780) 497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PUBLIC HEALTH AGENCY OF CANADA 745 LOGAN AVENUE WINNIPEG Manitoba R3E3L5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>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. Security Requirement**

There is no security requirement associated with this bid solicitation.

**2. Requirement**

The requirement is detailed under Annex A - Requirement.

**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.

### **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 the province of Alberta.

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.

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## **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 ( 1 hard copy)

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.

#### **Section II: Financial Bid**

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

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## **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**

Compliant with Annex A, Requirement

#### **1.2 Financial Evaluation**

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

### **2. Basis of Selection**

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**

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](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 " Limited Eligibility to Bid " list at the time of contract award.

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## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement applicable to this Contract.

### 2. Requirement

The Contractor must provide items including installation, demonstration, and training in accordance with the Requirement at Annex "A".

### 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.

### 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:

Alex Tikhonovitch  
Public Works and Government Services Canada  
Acquisitions Branch  
Western Region  
5th Floor Telus Plaza North  
10025 Jasper Avenue  
Edmonton, Alberta T5J 1S6

Telephone: (780) 497-3541  
Facsimile: (780) 497-3510  
E-mail address: alex.tikhonovitch@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: **To be determined**

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:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone : \_\_\_\_\_

Facsimile: \_\_\_\_\_

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

## 6. Payment

### 6.1 Basis of Payment

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

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

### 6.2 SACC Manual clause H1000C (2008-05-12), Single Payment

### 6.3 *SACC Manual Clauses*

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

## **7. 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.

## **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 the Province of Alberta.

## **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 general conditions 2010A (2013-04-25), General Conditions - Goods (medium complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_

## **11. SACC Manual Clauses**

SACC Manual clause B1501C (2006-06-16), Electrical Equipment

SACC Manual clause B7500C (2006-06-16), Excess Goods

SACC Manual clause G1005C (2008-05-12), Insurance

**ANNEX "A"****REQUIREMENT**

Public Health Agency of Canada, the National Laboratory for HIV Reference Services (NLHRS), Winnipeg, Manitoba has a requirement for the supply, delivery and offloading of two (2) Automated Sample Extraction Systems with flexibility in sample type, input volume and elution volume meeting the Minimum Performance Specifications herein.

The purpose of these Systems is for the processing of samples of varying types submitted to the NLHRS for HIV and HTLV molecular diagnostic testing by Canadian public health labs. We require two so that if an instrument breaks during processing of a sample, we can switch it to the second processor without losing the precious sample. As well, in times of out breaks or other times when sample volumes are high, we need to have the ability to process a higher number of samples at one time.

Currently the NLHRS extracts *precious* diagnostic samples ('*precious*' meaning: sample volume is low, such as when it comes from an infant; or difficult to obtain, such as from remote locations or from persons with no fixed addresses) manually, using a column based system. It has been found that using a column format for extractions results in significant sample loss for different reasons: loss of concentration due to retention of sample on the column; complete loss of sample if there is a malfunction (clog) in the column preventing sample from eluting out of the column. From past experience the NLHRS also does not want a system that is a liquid handler, meaning that it does not aspirate or transfer liquid because pipette tips can also clot, resulting in a failed extraction and loss of sample. The implications of using manual extraction for precious diagnostic samples is that when there are a large number of samples to process, there is a significant amount of technician time spent extracting samples that are important to have results generated and reported in a timely manner. As well, having an automated system that can track samples and reagents through the process of extraction, would improve our ability to maintain records during sample processing for our ISO quality system, which is key in order to maintain the standard, and report quality results to our stakeholders.

Delivery is mandatory to be no later than March 31, 2014.

Please indicate below:

**Meet Delivery Requirement** \_\_\_\_\_

or

**Unable to Meet Delivery Requirement** \_\_\_\_\_

**Minimum Performance Specifications**

To be considered responsive Bidders must clearly indicate compliance or noncompliance with each article below by inserting "Yes" or "No" under the "Comply" Column.

To demonstrate compliance, Bidders should also include and appropriately cross reference published technical information that confirms compliance with each mandatory criterion specified herein (unless stipulated as "not applicable for this item").

If published technical documentation does not exist for a specific requirement, then a written narrative explaining how the product offered meets the specification should be included with the Proposal. Failure to comply with any of the mandatory technical requirements will disqualify the bid from further consideration.

To ensure compliance is clear, the bidder should utilize a numbering system that corresponds to the numbering system below. An example of an acceptable system would be to indicate the specification reference number on a Tab stuck to the appropriate page of the technical documentation. The appropriate article of the technical documentation that demonstrates compliance should then be highlighted or underlined.

Item	Description	Comply (Bidders shall indicate Yes or No)	Supporting Information (cross-reference)
<b>The Systems must:</b>			
1	must be automated to improve our sample processing time;		
2	must have separate chemistry for DNA, RNA and total nucleic acid (DNA/RNA) extraction, also including the option to extract from whole blood directly		
3	must use magnetic bead-based technology and cannot be column based.;		
4	must have mechanisms in place to prevent sample cross-over to prevent diagnostic test reporting errors;		
5	must be able to run up to 16 unique samples in under 45 minutes to improve sample turnaround time;		
6	due to space restrictions and the need to process infectious biological samples, the extraction system must be able to sit inside a laminar flow hood to prevent aerosols. The depth of the pan of our laminar flow hoods are 17.5 inches;		
7	there must be the ability to attach a computer system to the extraction system to document reagent lot numbers for quality system purposes;		
8	must have the option of a barcoding system to keep track of samples and reagents quickly and easily, reducing reporting errors, and reducing time to record information for the quality system;		
9	must have the option to increase the temperature of sample elution in order increase yields of precious (low volume) samples if necessary;		
10	in order to reduce errors in sample processing, the instrument must not be designed as a liquid handler		

	ie. It does not aspirate when processing. This avoids sample aspiration which can lead to clogging of the system and loss of precious sample in case of instrument malfunction;		
11	must allow for flexible input volumes (50uL – 400uL) to accommodate a wide variety of sample types and volumes from different patients;		
12	must allow for flexible elution volumes (50uL – 400uL) to increase sample concentration when minimal sample volumes are received, such as small amounts of blood from infants;		
13	must have the capacity for UV decontamination to ensure that there is no cross contamination of samples between sample runs, to ensure accuracy in the reporting of diagnostic results to our stakeholders;		
14	must have the ability to process dried blood spots;		
15	must have the ability to process tissues without the need for preprocessing steps.		

**Make and Model Number of Product(s) Offered:** \_\_\_\_\_

Bids which do not meet all of the Minimum Specifications listed above will be deemed non-compliant and given no further consideration.

If your literature/specification is not enclosed with your tender at solicitation closing, your literature/specification must be received within ten (10) working days of request by the Contracting Authority.

If upon delivery and acceptance, the product is found not to meet the Minimum Performance Specifications, the product will be returned at the Suppliers expense and the Contract terminated for default.

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

- The Firm Unit Prices must be FOB Destination and include all delivery and off-loading charges to the Public Health Agency of Canada Warehouse, 820 Berry St., Unit 41, Winnipeg, MB, R3H 1H2;
- Firm Unit Prices do not include GST, however GST will be added as a separate line item to any invoice issued as a result of a Contract.
- All prices must be in Canadian dollars.

Item	Description	Qty.	Firm Unit Price	Extended Price
1	Supply and delivery of the Automated Sample Extraction System in compliance with the Minimum Performance Specifications outlined in Annex "A"	2 lots	\$_____/lot	\$_____
Total Assessed Bid Price:				\$_____