

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

Title - Sujet Dietary Fibre Analyzer	
Solicitation No. - N° de l'invitation 5K003-140742/A	Date 2014-02-06
Client Reference No. - N° de référence du client CGC	GETS Ref. No. - N° de réf. de SEAG PW-\$EDM-305-10127
File No. - N° de dossier EDM-3-36273 (305)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-02-24	
Time Zone Fuseau horaire Mountain Standard Time MST	
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: Campbell (EDM), Brad	Buyer Id - Id de l'acheteur edm305
Telephone No. - N° de téléphone (780) 497-3911 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CANADIAN GRAIN COMMISSION GRAIN RESEARCH LAB 1404-303 MAIN ST WINNIPEG Manitoba R3C3G8 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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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 Article 2 of the resulting contract clauses.

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.

1.1 SACC Manual Clauses

B1000T (2007-11-30), Condition of Material

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 five (5) 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 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.

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 copies)

Section III: Certifications (1 hard copies)

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 (2013-11-06), 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**

- (a) Compliant with Annex "A", Appendix 1 - Mandatory Technical Specification Criteria.

Bidders are required to complete the Mandatory Technical Specification Criteria Spreadsheet, and provide documentary proof as required.

1.2 Financial Evaluation**1.2.1 SACC Manual Clause**

A0222T (2013-04-25), Evaluation of Price

2. Basis of Selection**2.1 Basis of Selection - Mandatory Technical Criteria**

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

PART 5 - CERTIFICATIONS

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 Canadian Grain Commissions' (CGC) Grain Research Laboratory (GRL) with the supply, delivery and installation, and training of one (1) Automated Dietary Fibre Analyzer, 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:

Brad Campbell
Public Works and Government Services Canada
Acquisitions Branch
5th Floor - Telus Plaza North
10025 Jasper Avenue, Edmonton, AB T5J 1S6
Telephone: (780) 497-33911
Facsimile: (780) 497-3510
E-mail address: brad.campbell@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 Technical Authority

The Technical Authority for the Contract is (TBA):

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail: _____.

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

5.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail: _____.

6. Payment

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s)", as specified in Annex "B", for a cost of \$ _____ (insert the amount at contract award).

Customs duties are excluded and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work,

unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.2 Single Payment

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

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.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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 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 _____ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s))

11. SACC Manual Clauses

B1501C (2006-06-16), Electrical Equipment

B7500C (2006-06-16), Excess Goods

G1005C (2008-05-12), Insurance

ANNEX "A"**STATEMENT OF REQUIREMENT**

The Canadian Grain Commissions' (CGC) Grain Research Laboratory (GRL) requires the supply, delivery, installation and training of one (1) Automated Dietary Fibre Analyzer.

Background of Requirement:

Automated Dietary Fibre Analyzer for the Canadian Grain Commission (CGC)

The Canadian Grain Commissions' Grain Research Laboratory (GRL) has a requirement for the supply of a fully automated analysis system for determination of soluble, insoluble, and total dietary fibre according to AOAC 991.43 official method definition. The analysis of dietary fiber is based on gravimetric procedures where the fiber is separated and weighed, and/or by component analysis process during which dietary fiber components are estimated and integrated using a series of enzymatic and/or chemical means.

The CGC is responsible for providing quality assurance for Canadian cereal grains. The GRL research programs support grain quality assurance through testing, monitoring, research and development. Dietary Fiber is a key quality parameter for hulless food barley, a recently introduced end use class of barley in the CGC grading system.

The GRL is undertaking several research projects to study quality aspects of hulless food barley, which will involve large numbers of analysis. Existing manual or semi-automated methods are out-of-date, time consuming and variable. The GRL requires a fully automated system for dietary fiber analysis which allows high sample throughput, with increased precision and reduced costs per assay.

PLEASE SEE THE ATTACHED MANDATORY TECHNICAL SPECIFICATION CRITERIA
SPREADSHEET – APPENDIX 1

(Included as a separate electronic attachment)

ANNEX "B"**BASIS OF PAYMENT**

- The Firm Unit Prices must be FOB Destination and include all delivery, off-loading charges, Installation and Training to the Canadian Grain Commission, Winnipeg, Manitoba.
- The Firm Unit Price must include all costs for labour, materials, equipment, tools, travel/meals/lodging, and supervision necessary for instructors to provide the work.
- 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, including installation and training, of the Dietary Fibre Analyzer in compliance with the Requirement and the Technical Specification Criteria outlined in Annex "A".	1 lot	\$_____/lot	\$_____
Total Evaluated Bid Price:				\$_____
Total Estimated Applicable Taxes:				\$_____

Spec Section	Description	Status	Yes	No	Bidder Response	Bidder Cross Reference (SIR)	What's expected in your proposal
	The Canadian Grain Commission's (CGC) Grain Research Laboratory (GRL) has a requirement for one (1) Automated Dietary Fibre Analyzer		Note: It's a mandatory requirement that the bidder meets all of the mandatory, minimum mandatory specifications as identified under Annex "A". Failure to meet the mandatory requirements addressed in this Annex will result in your proposal being deemed non-responsive and it shall not be given any further consideration in the evaluation process.				
1	Part 1: GENERAL PERFORMANCE SPECIFICATIONS						
1.1	All equipment shall be new (not previously used for demonstration or loan), in that it shall not include refurbished equipment, and in that all equipment shall be of current manufacture.	M					Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
1.2	The instrument shall be composed of standard equipment requiring no further research or development, shall be a model in current production and conform to the current issue of the applicable specification and/or part number of the Original Equipment Manufacturer.	M					Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
1.3	The system must be completely installed within four weeks of delivery.	M					Provide detailed documentation, brochures with proposal.
1.4	The Bidder must be an Authorized seller for the Unit they are offering to the Crown.	M					Provide detailed documentation, brochures with proposal.
2	Part 2: INSTRUMENT SPECIFICATIONS						
2.1	The Instrument must perform automated analysis of soluble, insoluble, and total dietary fibre according to the method of AOAC 991.43	M					Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
2.2	All analytical process steps including heating, agitation, filtration, and rinses must be microprocessor controlled to ensure precision repeatability.						Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
2.3	All reagents must be added automatically at all points during the analysis.						Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
2.4	Instrument must be stand alone with no requirement for external water bath or filtration manifold						Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
2.4	Instrument must be capable of providing automated successive extraction and filtration with no technician intervention						Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
2.6	Instrument must be able to process a minimum of eighteen (18) analyses in one standard eight (8) hour work day.						Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
3	Part 3: ELECTRICAL SPECIFICATIONS						
3.1	Instrument electrical requirements must be 110/120 v; 50/60 Hz.	M					Provide detailed documentation, brochures with proposal.
3.2	The equipment must be approved by the Canadian Standards Association (CSA), CSA International OR a National Certification body for the Country of Manufacture (i.e. EC, UL) before shipping to the Canadian Grain Commission (CGC). CSA approval may be obtained by the CGC after acceptance as long as a National Standard for the Country of Manufacture has been met, and is appropriately labelled as certified on the proposed equipment.	M					Provide detailed documentation, brochures with proposal.
4	Part 4: DELIVERY, INSPECTION, PACKAGING						
4.1	FOB Destination: Room 1327, 303 Main Street, Winnipeg, Manitoba. Including all delivery charges to destination.	M					Confirm your commitment to these supply requirements.

Spec Section	Description	Status	Yes	No	Bidder Response	Bidder Cross Reference (SIR)	What's expected in your proposal
4.2	Inspection and acceptance will be done in Winnipeg to the satisfaction of the Designated User or an authorized representative. The acceptance testing will include using the equipment in a variety of applications to ensure it operates to the performance standards listed herein. Acceptance at this time in no way limits the performance expected throughout the lifetime of the equipment or the obligations of the vendor during the warranty period.	M					Confirm your commitment to these supply requirements.
4.3	Packaging and shipping are to be in accordance with the industry standard for all items in order to ensure their safe arrival at destination. Packing slips shall accompany each shipment. The Contractor will be responsible for the safe delivery, installation and obtaining acceptance of the Unit. All items shall remain the responsibility of the Contractor until delivered, inspected and accepted by an authorized representative of Canada. Following acceptance of the Unit, all charges incurred for the replacement of malfunctioning equipment will be borne by the Contractor. Costs associated with replacement of equipment damaged in transit to the destination will be borne by the Contractor and the equipment shall not be considered "delivered" for the purposes of satisfying the delivery time requirements as detailed above, unless the equipment is undamaged and ready for acceptance testing.	M					Confirm your commitment to these supply requirements.
5	Part 5: DOCUMENTATION & MANUALS						
5.1	Documentation/Technical Manuals. The Contractor shall provide a complete and current set of end-user documentation with each system delivered. Also must provide technical reference manuals from the Original Equipment Manufacturer (OEM) for each item delivered. Manuals must be in English.	M					Confirm your commitment to the provision of documentation/technical manuals.
6	Part 6: TRAINING						
6.1	On-site training for up to three Canadian Grain Commission technicians and/or chemists must be provided by a qualified service engineer. Training must include at least 8 hours of instruction on all modes of operation of the instrument and all features of the operating /data handling software.	M					Demonstrate your commitment to meeting this requirement.
7	Part 7: WARRANTY						
6.1	A twelve month full warranty period shall begin on the date of acceptance of the system.	M					Provide documentation to demonstrate this requirement.
6.2	Warranty must provide on-site service and must use vendor-employed, vendor-trained certified field service engineers	M					Provide documentation to demonstrate this requirement.
6.3	Warranty period must provide telephone consultation, without charge, for system operations and troubleshooting.	M					Provide documentation to demonstrate this requirement.