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TITLE: AUTOMATED DISCRETE ANALYZER

PART 1 - GENERAL INFORMATION

1. Requirement

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

2. 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.

3. Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

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](#) (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

1.1 SACC Manual Clauses

B1000T Condition of Material (2007-11-30)

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 ten (10) 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 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.

4. Applicable Laws

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

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) (<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) Ability to perform the full scope of work as described in Annex A, Requirement;
- (b) To clearly demonstrate compliance with the mandatory performance specifications, bidders **MUST** respond with complete specifications and/or descriptive literature of the equipment being offered.

The complete specifications and/or descriptive literature should be submitted with the proposal but may be submitted afterwards. If the complete specifications and/or 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 the 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.

- (c) Provision of pricing as detailed in Annex B, Basis of Payment.

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 associated information 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 in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions 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 [Employment and Social Development Canada \(ESDC\) - 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 CLAUSES31005-141413/A

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".

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)(<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 (2014-09-25), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Best Delivery Date - Bid

All the deliverables must be received on or before March 31, 2015. Refer to Annex A.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Marlene Hall
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
100 - 167 Lombard Avenue31005-141413/A
Winnipeg, MB. R3B 0T6

Telephone: 204-984-6423
Fax: 204-983-7796
Email: marlene.hall@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 inserted at time of Contract Award)*

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: _____

Telephone: _____

Fax: _____

Email: _____

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 unit prices as specified in Annex A 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.

6.2 Single Payment

SACC *Manual* clause [H1000C](#) (2008-05-12) Single Payment

6.3 SACC Manual Clauses

C2000C	2007-11-30	Taxes - Foreign-based Contractor
C2605C	2008-05-12	Canadian Customs Duties and Sales Tax - 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.

Agriculture and Agri-Food Canada
Brandon Research Centre
2701 Grand Valley Road
Brandon, Manitoba
Canada

- (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

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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 Manitoba.

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 (2014-09-25), General Conditions - Goods (Medium Complexity);
(c) Annex A, Requirement;
(d) Annex B, Basis of Payment;
(e) Annex C, Insurance;
(f) the Contractor's bid dated _____ (*insert date of bid*).

11. SACC Manual Clauses

A9049C	(2011-05-16)	Vehicle Safety
B7500C	(2006-06-16)	Excess Goods
C5201C	(2008-05-12)	Prepaid Transportation Costs
D5328C	(2007-11-30)	Inspection and Acceptance

11.1 Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX "A" REQUIREMENT

For the supply, delivery, off-loading, installation and training of one (1) discrete wet chemistry analyzer to Agriculture and Agri-Food Canada, Brandon, MB as per the minimum mandatory performance specifications.

The discrete wet chemistry analyzer will be used for automated determination of total phosphorus, ortho phosphate, ammonium, nitrate, nitrite, and sulfate in water samples.

The discrete wet chemistry analyzer must be new and of the current production model.

A complete list of the mandatory performance specifications are detailed in the Compliance Matrix.

DELIVERY

The discrete wet chemistry analyzer **must** be delivered to Agriculture and Agri-Food Canada, Brandon MB on or before March 31, 2015.

The installation and training **must** be performed on or before March 31, 2015; a timeframe will be mutually agreed to by the Contractor and AAFC Technical Authority.

COMPLIANCE MATRIX - MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS INSTRUCTIONS

1. **Bidders must** address each Minimum Mandatory Performance Specification listed below, whether the product offered "Meets" or "Does not Meet" and should provide supporting documentation for each item.
2. Bidders should identify on their supporting documentation where the information can be found and, if applicable, "N/A" if documentation is not available. Where N/A, the Bidder must certify that no published specification exists for items identified as N/A and that the product offered meets the minimum mandatory performance specification(s).
3. Canada will not evaluate information such as references to Web site addresses where additional information can be found.
4. Bidders must address any concerns with the Technical Specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal (RFP) document.
5. Failure to meet the minimum mandatory performance specifications will result in your proposal being deemed non-responsive, and be given no further consideration in the evaluation process.

COMPLIANCE MATRIX - MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS

	Specifications	Meets	Does not meet	Reference
1. Information				
1.1	Automated determination of total phosphorus, ortho phosphate, ammonia, nitrate, nitrite, and sulfate concentrations in water samples.			
2. Analytical Method				
2.1	Total phosphorus, ortho phosphate, ammonia, nitrate, nitrite, and sulfate concentration determination in aqueous samples.			
2.2	Analysis of at least 2 of the methods listed under 2.1 should be possible from the same sample vial.			
2.3	Completion of at least 100 test per hour without operator intervention.			
2.4	Automated dilution and re-run of out of range samples and automated detection of samples without adequate volume remaining for re-run.			
2.5	Automated addition of concentration spikes.			
2.6	Automated pre-dilution of samples possible.			
2.7	Automated preparation of standards.			
2.8	Multi-use reaction cuvette(s) with automated cleaning between use (i.e. disposal of cuvettes not required after every test) or use of disposable cuvettes that are made of plastics with the option to recycle and with a cost of less than \$0.05 per disposable cuvette or cell in a multi-cell cuvette.			
2.9	Automated blanking option against sample or diluted sample.			
3. Instrumentation specifications				
3.1	Reproducibility: CV of less than 5% for replicates of samples within range of all method detection limits.			
3.2	Less than 4mL of reagent used per test .			
3.3	Reagents should also be available from suppliers other than the manufacturer of the analyzer and preparation of reagents in house possible.			

3.4	Less than 5 mL of waste production per test requiring disposal outside of normal municipal wastewater system (i.e. hazardous chemical wastes).			
3.5.1	Test working range: Ammonia-N in water 0.02 – 4.0 mg/L with an automated dilution to achieve upper range by a factor of 2.5 or less Method detection limit: Ammonia-N in water 0.007 mg/L or less.			
3.5.2	Test working range: Nitrate + nitrite-N in water 0.03 – 10.0 mg/L with an automated dilution to achieve upper range by a factor of 2.5 or less Method detection limit: Nitrate + nitrite-N in water 0.003 mg/L or less.			
3.5.3	Test working range: Total phosphorus in water by persulfate digestion 0.02 – 2 mg/L with an automated dilution to achieve upper range by a factor of 2 or less Method detection limit: Total phosphorus in water by persulfate digestion 0.002 mg/L or less.			
3.5.4	Test working range: Ortho phosphate-P in water 0.02 – 2 mg/L with an automated dilution to achieve upper range by a factor of 2 or less Method detection limit: Ortho phosphate-P in water 0.002 mg/L or less.			
3.6	120 or 220/240 V, 50/60 Hz, 15 or 20 amp.			
4. Operating Specifications				
4.1	Detection method - Analysis of nitrate by automated reduction to nitrite using hydrazine or cadmium reduction column with automation of column regeneration and subtraction of background nitrite, or a comparable and validated method for reduction of nitrate (e.g. nitrate reductase) .			
4.2	Controllable reaction temperature.			
4.3	Software for system control and data acquisition compatible with Microsoft Windows 7, with Ethernet or USB interface and cables required to interface with computer.			

Solicitation No. - N° de l'invitation
01633-141009/A
Client Ref. No. - N° de réf. du client
01633-141009

Amd. No. - N° de la modif.
File No. - N° du dossier
WPG-4-37174

Buyer ID - Id de l'acheteur
wpg016
CCC No./N° CCC - FMS No./N° VME

5. Other				
5.1	Onsite installation and training.			

Make and Model Number of Product(s) Offered: _____

No Published Specifications:

The Bidder certifies that no published specification exists for items identified as N/A and that the product offered meets the minimum mandatory performance specification(s).

Signature

Date

ANNEX B BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified below. Applicable taxes are extra, if applicable, and to be shown as a separate item on any resulting invoice.

Pricing must be firm unit price including all costs associated with providing the requirement in accordance with requirement at Annex A, including all shipping and offloading charges, FOB destination.

Instruction to Bidders:

- Bidder is requested to complete the below table and submit completed table with their bid.
- Firm Lot Price are FOB Destination, Brandon, MB
- Firm Lot Price do not include GST/HST. GST/HST will be added as a separate line item to any invoice issued as a result of a Contract.
- Bidder must indicate the currency of their Firm Lot Price bid.
- Bidder to provide a detailed list of all items that will be part of the discrete wet chemistry analyzer.

Note: bids will be evaluated in CAD funds using the Bank of Canada conversion rate on bid closing date.

Delivery location:

Agriculture & Agri-Food Canada
Brandon Research Centre
2701 Grand Valley Road
Brandon, MB R7A 5Y3
Canada

Basis of Payment:

Description	QTY	Firm Lot Price
Discrete wet chemistry analyzer in accordance with the Mandatory Performance Specifications detailed in Annex "A", <u>Requirement inclusive</u> of supply, delivery and offloading at AAFC, Brandon, MB., Canada	1	\$ _____ / lot
Installation and training at AAFC, Brandon, Manitoba	1	\$ _____ / lot

ANNEX "C" INSURANCE

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - li Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.