



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St./ 11 rue, Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**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

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Scientific, Medical and Photographic Division / Division de
l'équipement scientifique, des produits photographiques et
pharmaceutiques
11 Laurier St./ 11 rue, Laurier
6B1, Place du Portage
Gatineau, Québec K1A 0S5

Title - Sujet ICP-OES system	
Solicitation No. - N° de l'invitation 39903-180786/A	Date 2017-12-22
Client Reference No. - N° de référence du client 39903-180786	
GETS Reference No. - N° de référence de SEAG PW-\$\$PV-915-74033	
File No. - N° de dossier pv915.39903-180786	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-02-05	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: MacCuaig, Shannon	Buyer Id - Id de l'acheteur pv915
Telephone No. - N° de téléphone (873) 469-3983 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CANADIAN FOOD INSPECTION AGENCY 960 Carling Ave. C.E.F #22 Attn: Dan Simard OTTAWA Ontario K1A0Y9 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

1.1 Statement of Work

The Canadian Food Inspection Agency (CFIA) requires an inductively coupled plasma optical emission spectrometer system (ICP-OES) for quantitative analysis of Al, As, B, Ca, Cd, Co, Cr, Cu, Fe, K, Mg, Mn, Mo, Na, Ni, P, Pb, Pd, S, Se, U, V and Zn in a wide range of matrices including, but not limited to, feeds, fertilizers, organic-based material matrices and mineral supplements after microwave assisted acid digestion. See Annex A – Statement of Work.

1.2 Optional Requirements

The resulting contract will include options to extend the warranty, and maintenance and support period by 2 additional one-year periods.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

PART 2 - BIDDER INSTRUCTIONS

2.1 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 (2017-04-27) 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: 60 days
Insert: 90 days

2.1.1 SACC Manual Clauses

SACC Manual clause B1000T (2014-06-26) Condition of Material

2.2 Submission of Bids

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

Bid Receiving - PWGSC

Place du Portage, Phase III, Tower B
11 Laurier Street
Gatineau, Quebec
For couriers: J8X 4A6
For regular mail: K1A 0S5

Telephone: (819) 420-7201
Fax No.: (819) 997-9776

The above address is for the sole purpose of bid submission. No other communications are to be forwarded to this address.

No proposal should be sent directly to the PWGSC Contracting Authority.

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

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required in Form 1 before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension*

Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

2.4 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.

2.5 Applicable Laws

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

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

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies and 1 soft copy on CD, DVD)

Section II: Financial Bid (1 hard copy and 1 soft copy on CD, DVD)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The technical bid consists of the following:

- (a) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance of the Bidder and its proposed solution with the specific articles of Annexes A and B identified in the Substantiation of Technical Compliance Forms 4 and 5, which are the requested formats for providing the substantiation.
- (b) **Supporting Technical documentation:** Technical brochures or technical data to demonstrate compliancy to the requirement as described in Annexes A and B.
- (c) **List of Products:** Bidders must include a complete product list identifying: the product name; the name of manufacturer; the model and part number of each component which make up the system. Bidders must also state the point of manufacture and shipping of goods or where service is to be performed: The bidder is requested to use the form provided in Form 1.

Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment including Annex C – Pricing Tables.
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (c) **Blank Prices:** Bidders are requested to insert “\$0.00” for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as “\$0.00” for

evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Form 2 Electronic Payment Instruments, to identify which ones are accepted.

If Form 2 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

SACC *Manual* clause C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Evaluation Criteria

The mandatory technical evaluation criteria are detailed in Annex A.

4.1.1.2 Point Rated Technical Evaluation Criteria

The point rated technical evaluation criteria are detailed in Annex B. The scoring methodology is detailed in Form 5.

4.1.2 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Aggregated Bid Price in accordance with the pricing tables provided in Annex C - Pricing Tables.

Evaluation of Price - Bid

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP Ottawa, Ontario, Canada Incoterms® 2000, Canadian customs duties and excise taxes included.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes.

The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

4.2 Basis of Selection

- a) To be declared responsive, a bid must:
 - i. comply with all the requirements of the bid solicitation; and
 - ii. meet all mandatory criteria; and
 - iii. obtain the required minimum of 60% of the points for each selected rated criteria, and an overall passing mark of 78 points (60%) for the rated technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 130 points.
- b) Bids not meeting i. through iv. will be declared non-responsive. Price is given a rated value which is included in the total calculation of the bid. 60% of the points will be awarded to the rated technical requirements and 40% of the points will be awarded to the financial bid.

To complete this calculation the following formula is used:

$$\frac{\text{Score of the Technical Score of the bid} \times 60}{\text{Maximum Technical points available}} = \text{Total 1}$$

$$\frac{\text{Lowest Total Aggregated Price of all Responsive Bidders} \times 40}{\text{Total Aggregated Price of the Bidder's bid}} = \text{Total 2}$$

$$(\text{Total 1}) + (\text{Total 2}) = \text{Highest Combined Rating of Technical Score and Price}$$

- c) The top-ranked responsive bid will be determined based on the proposal which has met all mandatory criteria, has met or exceeded the required Technical Score and offers the Highest Responsive Combined Rating of Technical Score and Price as calculated above.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Product Conformance

The Bidder certifies that all goods proposed conform, and will continue to conform throughout the period of the contract, to the requirement detailed under Annex A.

Bidder's authorized representative signature

Date

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process. (See Form 3)

5.2.2 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website](http://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#afed) (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#afed>).

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

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Work

6.2.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

6.2.2 Optional Requirement

- a) **Option to Purchase Extended Warranty, Maintenance and Support:** The Contractor grants to Canada the irrevocable option to extend the warranty, and maintenance and support period by 2 additional one-year periods, exercisable at any time during the Contract Period, under the same terms and conditions and at the prices and/or rates stated in the Contract.
- b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

6.3 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.

6.3.1 General Conditions

2010A (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

The 2010A (2016-04-04), General Conditions - Goods (Medium Complexity) is appended with Section 31 - Intellectual Property Infringement and Royalties, as follows:

- 1) The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2) If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S. 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3) The Contractor has no obligation regarding claims that were only made because:

-
- (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4) If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

6.3.2 Supplemental General Conditions

<u>4001</u> (2015-04-01)	Hardware Purchase, Lease and Maintenance;
<u>4003</u> (2010-08-16)	Licensed Software; and
<u>4004</u> (2013-04-25)	Maintenance and Support Services for Licensed Software;

apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

- (a) The period of the Contract is from date of Contract Award to 1 year after installation and acceptance; and
- (b) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

6.4.2 Delivery Date

All the deliverables must be installed and accepted by 29 March 2018.

6.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1 year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time before the expiry date of the contract by sending a written notice to the Contractor. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Shannon MacCuaig
Title: Supply Specialist
Public Works and Government Services Canada
Commercial Consumer Products Directorate

Telephone: 873-469-3983
E-mail address: shannon.maccuaig@pwgsc.gc.ca

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

6.5.2 Technical Authority

The Technical Authority for the Contract is: ***(to be filled in only at contract award)***

Name: _____
Telephone: _____
E-mail address: _____

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.

6.5.3 Contractor's Representative ***(to be completed by the bidder)***

The telephone number (with extension if applicable) of the person responsible for:

General enquiries

Delivery Follow-up

Name: _____

Name: _____

Tel. No. _____ ext: _____

Tel. No. _____ ext: _____

E-mail address: _____

E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex C – Pricing Tables for a cost of \$_____ **(to be filled in only 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.

6.6.2 Method of Payment

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

6.6.3 Electronic Payment of Invoices – Contract *(to be updated based on Form 2 selections)*

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only)

6.7 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.
 - (c) Invoices and order confirmations can be sent via e-mail to:
 - (d) To facilitate the payment process, it is important that the Contractor quote the contract number on all the invoices, shipping bills and packing slips. Failure to

do so will delay payment and the date used for calculating interest on overdue accounts.

6.8 Certifications and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.9 Applicable Laws

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

6.10 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 2003;
- (c) the general conditions 2010A General Conditions - Goods (Medium Complexity);
- (d) Annex A – Statement of Work;
- (e) Annex B – Rated Technical Requirements;
- (f) Annex C – Pricing Tables; and
- (g) 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)*)

6.11 SACC Manual Clauses

SACC Manual clause [G1005C](#) (2016-01-28) Insurance

6.12 Shipping Instructions

6.12.1 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) Ottawa, Ontario, Canada Incoterms 2010 for shipments from a commercial contractor.

Solicitation No. - N° de l'invitation

39903-180786/A

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

39903-180786

Amd. No. - N° de la modif.

File No. - N° du dossier

pv915.39903-180786

Buyer ID - Id de l'acheteur

pv915

CCC No./N° CCC - FMS No./N° VME

-
2. The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

ANNEX A

STATEMENT OF WORK

1. General Requirements

The Canadian Food Inspection Agency (CFIA) requires an inductively coupled plasma optical emission spectrometer system (ICP-OES) for quantitative analysis of Al, As, B, Ca, Cd, Co, Cr, Cu, Fe, K, Mg, Mn, Mo, Na, Ni, P, Pb, Pd, S, Se, U, V and Zn in a wide range of matrices including, but not limited to, feeds, fertilizers, organic-based material matrices and mineral supplements after microwave assisted acid digestion. The system will be used in support of various CFIA regulatory programs related to feed and fertilizer safety legislation in Canada.

The system must include all computer parts/equipment/software/manuals required for control and optimization of the instrument as well as collection and analysis of complex data.

The system (instrument and data system) must be delivered, fully assembled, installed and tested by the Contractor to ensure the system is fully operational.

The Contractor must provide on-site training for routine operation and maintenance. Training will be conducted at the Customer Site.

2. Mandatory Requirements

1. ICP-OES system

- 1) The system must be complete and operational. The system must include:
 - i. A control system and software
 - ii. A data processing system
 - iii. An autosampler
 - iv. A water recirculating chiller. The chiller must not be mounted to the instrument chassis and must have the ability to be situated at a distance from the instrument.
 - v. All connections to the instrument
- 2) The system must be a benchtop model.
- 3) The system must be able to operate in laboratory conditions that range from 15 - 35°C and a relative humidity of 20 - 80 % non-condensing. The system must be able to operate with temperature changes of up to 2.5°C per hour without any degradation of performance.
- 4) The system must monitor gas pressures and flows, interlocks, water flows, and plasma stability. The system must continuously monitor these parameters so that in the event of an interruption, the plasma is shutdown automatically.
- 5) Start-up and shut down of the system must be computer controlled and totally automated.
- 6) The system must be able to run organic as well as aqueous matrices.

2. Performance

- 1) The optical system must allow for axial and radial viewing of the plasma (Dual View).

- 2) The system must have an Echelle-based Spectrometer. The entire optical system must be purged. Either nitrogen or argon may be used as purge gases and the gas flows must be controlled by the system controller.
- 3) The spectrometer must cover the full spectral range of 167 - 782 nm or wider.
- 4) The resolution of the system must be at least 0.007 nm at 200 nm.
- 5) The system must be able to determine all desired elements using one analytical method, with multiple wavelengths per element across the UV and Visible spectrum simultaneously, including background measurements.
- 6) The system must use a solid state detector that is optimized for performance across the entire emission spectrum.
- 7) The detector must be cooled by a Peltier device.
- 8) The system must have a signal stability of 2% RSD or better over 8 hours.
- 9) The RF generator must be adjustable and minimally cover the powers of 1000-1500 watts.
- 10) The RF generator must have power transfer efficiency into the plasma of at least 75% and a power output stability of 0.1% or better.

3. Sample Introduction System and Autosampler

- 1) The system must include a complete introduction system (nebulizer, spray chamber and torch) for regular samples.
- 2) The system must be able to accommodate specialty nebulizers and spray chambers for maximum analytical flexibility.
- 3) The torch must be able to be mounted either horizontally or vertically; however, it must be able to be adjusted for plasma viewing while the plasma is lit.
- 4) The introduction system must include a variable speed, computer controlled peristaltic pump. The pump must have three or four channels.
- 5) The system must include an autosampler capable of holding up to 100 samples or more with total random access capabilities for standard and sample introduction. The autosampler must be fully managed by the system software.
- 6) The autosampler must include a built-in vacuum pump for moving the sample from the test tube to a sample loop of a specific volume, so the sample never touches the pump tubing. Rinsing of the sample loop and probe lines must be performed off-line while the sample is injected to reduce sample rinse-out time, prevent cross contamination and memory effect.

4. Data System

- 1) Computer hardware must consist of at least a Dual core processor with 8GB RAM, Minimum of 1TB total hard drive capacity, 2 ethernet adaptor cards and an integrated video card.
- 2) The hardware must include a computer monitor, not less than 24".
- 3) The system must include an Operating System of Windows 7, 64-bit or later.
- 4) The included application software must control the instrument, operating parameters, data collection, data processing, storage, and report production.
- 5) The software must have a library of analytical wavelengths containing all the major wavelengths for all elements.
- 6) The software must be able to display the data acquisition of the calibration curve, quality control samples and samples.

-
- 7) The software must enable the addition of acceptability criteria for the quality control samples. The software must allow the operator to stop an analysis, repeat analysis or add samples during a run.
 - 8) The software must have an audit trail for all changes made by an analyst.
 - 9) The software must provide multiple forms of spectral background correction including traditional off-peak background correction.
 - 10) The software must have the ability to do at least two forms of spectral interference correction, including traditional Interfering Element Corrections (IEC).
 - 11) The system must save all raw data and the system must allow for post run reprocessing of data, eliminating the need to reanalyze the sample.

5. Additional Services

- a. The instrument must be installed and qualified. The installing service engineer must connect and verify communication and control between the instrument and data system.
- b. The installing service engineer must provide a 2 day on-site user familiarization course covering general use, software use and maintenance of the instrument, at the time of installation, for 4 people for elemental analysis in food, feed and fertilizer applications.
- c. 1 Year Full service warranty from date of instrument commissioning at laboratory site must be provided.
- d. Warranty must cover parts, labour, and travel for the system and include a minimum of 1 preventive maintenance visit.
- e. Guaranteed response time to a service call must be two business days or less. The response time is defined as the time from the logging of a problem by lab personnel with the Contractor's service centre to the time of arrival of the engineer on-site. The Contractor must response times must not exceed two business days.

ANNEX B RATED TECHNICAL REQUIREMENTS

1. The system should minimize argon consumption. The Contractor should provide:
 - ii. Operational Argon consumption (L/min)
 - iii. Idle Argon consumption (L/min)
 - iv. Operation time for a sample run that monitors 23 elements across the spectral range and consists of 75 injections, including:
 1. 1 Calibration blank
 2. 26 Working Standards
 3. 16 Quality control samples
 4. 32 Samples
2. The system should have an autosampler that can carry out the automated dilution of a multi-element solution for the preparation of the standard calibration curve and dilute samples up to a 200 times dilution. In-line prescriptive dilutions should be possible with the dilutor.

Technical Points Ratings

Maximum Technical points available = 130

Higher number of points will be given for better ability to meet the criteria specified.

Section	Criteria	Number of Points Assigned
6a.	System that minimizes argon consumption.	____/100
6b.	Autosampler that can carry out the automated dilution of a multi-element solution for the preparation of the standard calibration curve and dilute samples up to a 200 times dilution.	____/30

ANNEX C PRICING TABLES

The Bidder must provide all of the pricing requested in the following Tables in accordance with **Article 6.6.1 - Basis of Payment.**

Table 1: Initial Requirement:

Item	Description	Number of Units	Unit of Issue	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
1	ICP-OES System including all deliverables detailed in Annex A	1	Each	\$	\$ Number of Units X Firm Unit Price
	Evaluated Price				

Table 2: Optional Requirement:

Item	Annual Extension of Warranty	Number of Units	Unit of Issue	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
1	Option Year 1	1	Year	\$	\$ Number of Units X Firm Unit Price
2	Option Year 2	1	Year	\$	\$ Number of Units X Firm Unit Price
	Evaluated Price				Sum of Items 1 and 2

Table 3: Total Aggregated Bid Price:

Item	Description	Evaluated Price
1	Table 1: Initial Requirement	As per Evaluated Price from Table 1
2	Table 2: Optional Requirement	As per Evaluated Price from Table 2
3	Total Aggregated Bid Price	Sum of Tables 1 and 2

Solicitation No. - N° de l'invitation
39903-180786/A
Client Ref. No. - N° de réf. du client
39903-180786

Amd. No. - N° de la modif.
File No. - N° du dossier
pv915.39903-180786

Buyer ID - Id de l'acheteur
pv915
CCC No./N° CCC - FMS No./N° VME

Form 1

LIST OF PRODUCTS

Product Name	Model/Part Number	Name of Manufacture

Form 2

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ VISA Acquisition Card
- ☐ MasterCard Acquisition Card
- ☐ Direct Deposit (Domestic and International)
- ☐ Electronic Data Interchange (EDI)
- ☐ Wire Transfer (International Only)

Form 3

COMPLETE LIST OF DIRECTORS

Name	Position
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Form 4: Substantiation of Technical Compliance – Mandatory Requirements

MANDATORY TECHNICAL EVALUATION CRITERIA (Annex A)

The following requirements are the mandatory technical evaluation criteria which will be evaluated during the Bid Evaluation. In addition the Contractor will be required to meet all of the mandatory technical requirements for the duration of the Contract

Bidders are requested to cross reference the mandatory technical criteria in a concise format by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation.

ITEM	CRITERIA	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID
ICP-OES system		
M1	The system must be complete and operational. The system must include: <ol style="list-style-type: none"> 1. A control system and software 2. A data processing system 3. An autosampler 4. A water recirculating chiller. The chiller must not be mounted to the instrument chassis and must have the ability to be situated at a distance from the instrument. 5. All connections to the instrument 	
M2	The system must be a benchtop model.	
M3	The system must be able to operate in laboratory conditions that range from 15 - 35°C and a relative humidity of 20 - 80 % non-condensing. The system must be able to operate with temperature changes of up to 2.5°C per hour without any degradation of performance.	
M4	The system must monitor gas pressures and flows, interlocks, water flows, and plasma stability. These parameters must be continuously monitored so that in the event of an interruption, the plasma is shutdown automatically.	
M5	Start-up and shut down of the system must be computer controlled and totally automated.	
M6	The system must be able to run organic as well as aqueous matrices.	

Performance		
M7	The optical system must allow for axial and radial viewing of the plasma (Dual View).	
M8	The system must have an Echelle-based Spectrometer. The entire optical system must be purged. Either nitrogen or argon may be used as purge gases and the gas flows must be controlled by the system controller.	
M9	The spectrometer must cover the full spectral range of 167 - 782 nm or wider.	
M10	The resolution of the system must be at least 0.007 nm at 200 nm.	
M11	The system must be able to determine all desired elements using one analytical method, with multiple wavelengths per element across the UV and Visible spectrum simultaneously, including background measurements.	
M12	The system must use a solid state detector that is optimized for performance across the entire emission spectrum.	
M13	The detector must be cooled by a Peltier device.	
M14	The system must have a signal stability of 2% RSD or better over 8 hours.	
M15	The RF generator must be adjustable and minimally cover the powers of 1000-1500 watts.	
M16	The RF generator must have power transfer efficiency into the plasma of at least 75% and a power output stability of 0.1% or better.	
Sample Introduction System and Autosampler		
M17	The system must include a complete introduction system (nebulizer, spray chamber and torch) for regular samples.	
M18	The system must be able to accommodate specialty nebulizers and spray chambers for maximum analytical flexibility.	
M19	The torch can be mounted either horizontally or vertically; however, it must be able to be adjusted for plasma viewing while the plasma is lit.	
M20	The introduction system must include a variable speed, computer controlled peristaltic pump. The pump must have three or four channels.	
M21	The system must include an autosampler capable of holding up to 100 samples or more with total random access capabilities for standard and sample introduction. The autosampler must be fully managed by the system software.	

M22	The autosampler must include a built-in vacuum pump for moving the sample from the test tube to a sample loop of a specific volume, so the sample never touches the pump tubing. Rinsing of the sample loop and probe lines must be performed off-line while the sample is injected to reduce sample rinse-out time, prevent cross contamination and memory effect.	
Data System		
M23	Computer hardware must consist of at least a Dual core processor with 8GB RAM, Minimum of 1TB total hard drive capacity, 2 ethernet adaptor cards and an integrated video card.	
M24	A computer monitor, not less than 24".	
M25	Operating System must be Windows 7, 64-bit or later.	
M26	The included application software must control the instrument, operating parameters, data collection, data processing, storage, and report production.	
M27	The software must have a library of analytical wavelengths containing all the major wavelengths for all elements.	
M28	The software must be able to display the data acquisition of the calibration curve, quality control samples and samples.	
M29	The software must enable the addition of acceptability criteria for the quality control samples. The software must allow the operator to stop an analysis, repeat analysis or add samples during a run.	
M30	The software must have an audit trail for all changes made by an analyst.	
M31	The software must provide multiple forms of spectral background correction including traditional off-peak background correction.	
M32	The software must have the ability to do at least two forms of spectral interference correction, including traditional Interfering Element Corrections (IEC).	
M33	All raw data must be saved and the system must allow for post run reprocessing of data, eliminating the need to reanalyze the sample.	

Form 5: Substantiation of Technical Compliance – Point-Rated Requirements

POINT-RATED EVALUATION CRITERIA (Annex B)

Bidders are requested to cross reference the technical criteria in a concise format by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation.

ITEM	CRITERIA	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID
R1	<p>The system should minimize argon consumption. The Contractor should provide:</p> <ul style="list-style-type: none">a. Operational Argon consumption (L/min)b. Idle Argon consumption (L/min)c. Operation time for a sample run that monitors 23 elements across the spectral range and consists of 75 injections, including:<ul style="list-style-type: none">i. 1 Calibration blankii. 26 Working Standardsiii. 16 Quality control samplesiv. 32 Samples	
R2	<p>The system should have an autosampler that can carry out the automated dilution of a multi-element solution for the preparation of the standard calibration curve and dilute samples up to a 200 times dilution. In-line prescriptive dilutions should be possible with the dilutor.</p>	

Scoring Methodology

R1: 100 points are available for a system that minimizes argon consumption. Daily argon consumption will be calculated, based on the information provided.

The bid with the lowest argon consumption will receive 100 points. Argon consumption higher than the minimum bid will be awarded a pro-rated score based on the *ratio* of the minimum value.

Score=100 x Lowest Argon consumption from All Bids / Bid Argon consumption

R2: 30 Points are available for an Autosampler that can carry out the automated dilution of a multi-element solution for the preparation of the standard calibration curve and dilute samples up to a 200 times dilution. If one is provided, full points will be awarded. If an autodilutor is not provided, the bidder will receive zero points.