

**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 0A1 / Noyau 0A1**

**Gatineau**

**Quebec**

**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**

<b>Title - Sujet</b> LABORATORY INFO. MANAGEMENT SYSTEM	
<b>Solicitation No. - N° de l'invitation</b> 47064-139453/A	<b>Date</b> 2013-08-15
<b>Client Reference No. - N° de référence du client</b> 1000309453	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$EE-019-26337	
<b>File No. - N° de dossier</b> 019ee.47064-139453	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-09-25</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Baker, Roxane	<b>Buyer Id - Id de l'acheteur</b> 019ee
<b>Telephone No. - N° de téléphone</b> (819) 956-1105 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> CANADA BORDER SERVICES AGENCY 79 BENTLEY AVE OTTAWA Ontario K2E 6T7 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Systems Software Procurement Division / Division des  
achats des logiciels d'exploitation

11 Laurier St. / 11 rue, Laurier

4C1, Place du Portage, Phase III

Gatineau

Quebec

K1A 0S5

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

S	Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 019ee
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**BID SOLICITATION**  
**LABORATORY INFORMATION MANAGEMENT SYSTEM (LIMS)**  
**FOR**  
**CANADA BORDER SERVICES AGENCY**

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# BID SOLICITATION FOR A LABORATORY INFORMATION MANAGEMENT SYSTEM (LIMS) FOR CANADA BORDER SERVICES AGENCY

## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Requirements and any other annexes.

Annexes: All annexes which, together with Part 7 clauses and conditions, will apply to any resulting contract.

Attachments: Any attachments referenced in Parts 1 through 7.

Forms: Any forms referenced in Parts 1 through 7.

### 1.2 Summary

- a) This bid solicitation is being issued to satisfy the requirement of the Science and Engineering (S&E) Directorate of the Canada Border Services Agency (CBSA) laboratory in Ottawa (the "Client") for the provision of goods and services for the implementation of a COTS Laboratory Information Management System (LIMS) to replace its in-house LIMS called "LASS" (Laboratory Analysis Support System). The LIMS must offer complete sample tracking throughout its life cycle. This includes, but not limited to, the following steps: laboratory client sample login, laboratory user sample login, bar-coding, sample receipt, sample preparation, chemical inventory, sample testing (including manual data entry and instrument interfacing), data review, automated and manual report writing, scheduling of equipment maintenance, data query, case approval, electronic report distribution, report archiving and case data archiving.

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- b) The bid solicitation refer to a LIMS however, based on a review of some products available on the market, the CBSA laboratory may need an integrated LIMS and Sample Data Management System (SDMS), possibly with additional features. These specifications are for an integrated LIMS/SDMS and all references to LIMS in the bid solicitation indicates that this feature is required within the integrated system.
- c) The bid solicitation includes a requirement to procure employee training, training material, documentation, professional services (to aid in the configuration of the LIMS and transfer of data from the existing LIMS), as well as, options to purchase yearly upgrades, technical support following the implementation and on-going maintenance services.
- d) It is intended to result in the award of a contract for an initial period of 1 year, plus 6 one-year irrevocable option(s) years allowing Canada to extend the term of the contract.
- e) The solution must be available in the user's choice of English or French, Canada's two official languages.
- f) There is a security requirement associated with this requirement. For additional information, see Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents (<http://www.pwgsc.gc.ca/acquisitions/text/plain/plain-e.html#top>) Website.
- g) 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-Chile Free Trade Agreement (CCFTA)*, the *Canada-Peru Free Trade Agreement (CPFTA)*, the *Canada-Colombia Free Trade Agreement (CColFTA)*, the *Canada-Panama Free Trade Agreement (CPanFTA)* if it is in force, and the *Agreement on Internal Trade (AIT)*.

### 1.3 Communications Notifications

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

### 1.4 Debriefing

After contract award, 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 provided in writing, by telephone or in person.

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

- (a) 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.

- (b) 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.
- (c) The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.

The text under Subsection 4 of Section 01 – Code of Conduct and Certifications of 2003 referenced above is replaced by:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has 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 provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (*Consent to a Criminal Record Verification form - PWGSC-TPSGC 229*) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The text under Subsection 5 of Section 01 – Code of Conduct and Certifications of 2003 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

- (d) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
- (i) Delete: sixty (60) days
  - (ii) Insert: one hundred and twenty (120) days

### 2.2 Submission of Bids

- (a) Bids must be submitted only to Public Works and Government Services Canada Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.
- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile to Public Works and Government Services Canada will not be accepted.

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### 2.3 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing or by E-mail 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.
- (b) 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.

### 2.4 Applicable Laws

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

**Note to Bidders:** A bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. *Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.*

### 2.5 Improvement of Requirement During Solicitation Period

If bidders consider that the specifications or Statement of Requirements contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries - Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

### 2.6 Volumetric Data

The data to be migrated from LASS to the new LIMS has been provided to Bidders through Annex A - Appendix A to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the new LIMS will be consistent with this data. It is provided purely for information purposes.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

(a) **Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows:

- (i) Section I: Technical Bid (4 hard copies) and 2 soft copies on CD.
- (ii) Section II: Financial Bid (2 hard copies) and 1 soft copy on CD.
- (iii) Section III: Certifications (2 hard copies)

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. Bidders are requested to identify one hard copy as the master copy. In the event of a discrepancy between the wording of the master copy and the other copies, the wording of the master copy will have priority over the wording of the other copies.

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

(b) **Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (ii) use a numbering system that corresponds to the bid solicitation;
- (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- (iv) include a table of contents.

(c) **Canada's Policy on Green Procurement:** 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. See the 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 are encouraged to:

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

(d) **Submission of Only One Bid from a Bidding Group:**

- (i) The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will choose in its discretion which bid to consider.
- (ii) For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "**related**" for the purposes of this bid solicitation if:
  - (A) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);

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- (B) they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
- (C) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- (D) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

### 3.2 Section I: Technical Bid

- (a) In their technical bid, bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work. The technical bid must 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.
- (b) The technical bid consists of the following:
  - (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
  - (ii) **Substantiation of Technical Compliance Form:** The technical bid must substantiate the compliance of the Bidder and its proposed solution and products with the specific articles of **Annex A - Statement of requirements, Table A - Mandatory Requirements**, and should explain how they meet the Rated Requirements in **Table B - Rated Requirements** identified in the Substantiation of Technical Compliance Forms 2 and 3, which are the requested formats for providing the substantiation. The Substantiation of Technical Compliance Forms are not required to address any parts of this bid solicitation not referenced in the forms. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete for the Mandatory Requirements, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference" column of the Substantiation of Technical Compliance Form, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
  - (iii) **Draft Project Management Plan:** The Bidder must include a proposed draft Project Management Plan, which describes the steps required for the successful implementation of the LIMS.  
The plan must cover, at minimum, the following topics:

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Solution Design (see Annex A - Appendix F):

Proposed Application Architecture (conceptual view) showing components and the way in which components will interact with CBSA's instruments, and CBSA provided servers and databases.

Software Installation:

Proposed approach for installation and configuration of base software;  
Proposed approach for load testing and system acceptance testing for the base software.

System Configuration Plan:

Proposed approach for performing a gap analysis on requirements and developing a plan to fill the gaps - (to configure data fields, tests, report templates, chemical inventory, equipment...)

Proposed approach for transferring data from the existing CBSA LIMS to the new LIMS

Proposed approach for integrating the lab instruments with the LIMS;

Proposed approach for training CBSA employees to configure and utilize the new LIMS

Required Resources - Roles and Responsibilities:

Proposed structure of the resources required from CBSA and the Contractor to complete the implementation of the LIMS, including the roles and responsibilities of each resource.

Project Schedule:

Proposed schedule for completion of all work to implement the new LIMS;

Proposed method for tracking progress versus plan and updating CBSA.

Project Closeout Plan:

Proposed approach for migrating from the LASS (existing LIMS) to the new LIMS and closing the project after complete implementation of the new LIMS.

(iv) **Customer Reference Contact Information:**

- (A) The Bidder must provide 3 customer references. Those references should each have between 30-100 Concurrent Users and at least 1 year experience after implementation using the LIMS.
- (B) The form of questions to be used to request confirmation from customer references is detailed in attachment 4.2.
- (C) For each customer reference, the Bidder must complete Section 1 of Attachment 4.2 and, at a minimum, provide the name and email address for a contact person. Bidders are also requested to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a customer reference.
- (D) Crown references will be accepted.

(v) **List of Proposed Software:** The Bidder must include a complete list identifying both the name and the version number of each component of the Licensed Software required for the proposed Software Solution.

**3.3 Section II: Financial Bid**

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B, Tables 1 to 4 . The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.

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- (b) **Variation in Professional Services Resource Rates:** For any given resource category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
- (i) the rate bid must not increase by more than 5% from one time period to the next, and
  - (ii) the rate bid for the same resource category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period.
- (c) **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.
- (e) **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.
- (e) **SACC Manual Clauses**
- (i) C3011T (2010-01-11), Exchange Rate Fluctuation

### 3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.

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## 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 evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) In addition to any other time periods established in the bid solicitation:
- (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - (ii) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
    - (A) verify any or all information provided by the Bidder in its bid;
    - (B) contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,

the Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
  - (iii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### 4.2 Technical Evaluation

#### Stage 1 - Mandatory Requirements

#### (a) Mandatory Technical Criteria:

- (i) Written proposals will first be examined with respect to the Mandatory requirements. Proposals must meet all Mandatory requirements in order to receive further consideration.
- (ii) Each bid will be reviewed for compliance with the Mandatory requirements of the bid solicitation. Any element of the bid solicitation that are identified specifically with the words "must" or "mandatory" is a Mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
- (iii) The Mandatory requirements are described in Annex A - Table A.

#### Stage 2 - Determination of Technical Score - see Attachment 4.1

Proposals meeting the Mandatory requirements will then be evaluated using three processes to calculate the technical score for the bid. Each bid will be evaluated using:

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- Rated requirements (50% of total points);
- Reference Check (15% of total applicable points); and
- Product Demonstration - Usability and Functionality Assessment (35% of total points)

The technical score from Stage 2 will be determined by combining the score from each assessment. A total score out of 100 will be determined for Stage 2.

**(b) Point-Rated Technical Criteria:**

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Annex A - Table B.

**(c) Customer Reference Checks:**

- (i) For reference checks, Canada will conduct the reference check in writing by email. Canada will send all email reference check requests to contacts supplied by all the Bidders within a 48-hour period using the email address provided in the bid. Canada will not award any points unless the response is received within 10 working days of the date that Canada's email was sent.
- (ii) On the seventh working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 10 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 10 working days will not be extended to provide additional time for the new contact to respond.
- (iii) Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- (iv) Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if the reference customer is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- (v) Bidders must obtain the required minimum of 50% of the points available. The maximum points for the reference check will depend on the number of applicable questions. A bidder will not be penalized for the not applicable questions.

**(d) Demonstration - Functionality and Usability Assessment**

- (i) The Functionality and Usability Assessment will require each Bidder to demonstrate/validate the functionality and usability of the system described in this bid solicitation or in its bid, in order to verify compliance with the requirements of this bid solicitation and so that Canada can evaluate the usability of the LIMS proposed by the vendor. The demonstration must be conducted, at no cost to Canada, on-site at the CBSA laboratory in Ottawa, Ontario or via webinar. Canada will provide no fewer than 15 working days of notice before the scheduled date for the demonstration. Once the demonstration has begun, it must be completed within one (1) day. Despite the written bid, if Canada determines during the assessment that the Bidder's proposed solution does not meet the Mandatory requirements of this bid solicitation, the bid will be declared

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non-responsive. Canada may, as a result of the assessment, reduce the score of the Bidder on any rated criteria, if the assessment indicates that the score provided to the Bidder on the basis of its written bid is not validated by the demonstration. The Bidder's score will not be increased as a result of any demonstration.

- (ii) Bidder(s) will be expected to make available representatives with expertise in demonstrating the full range of system functionalities and discussing technical requirements.
- (iii) The demonstration will address selected requirements from the Statement of Requirements for validation during the demonstration meeting. The script describing the requirements to be demonstrated/discussed is provided in attachment 4.3.
- (iv) Bidders must obtain the required minimum of 50% or 87.5 points of the 175 points available. See attachment 4.4.

**(e) Proof of Proposal Test for Top-Ranked Bid:**

- (i) Through the Proof of Proposal (PoP) test, Canada will test the solution proposed in the top-ranked bid (identified after the financial evaluation) to confirm both that it will function as described in the bid and that it meets the technical functionality requirements described in Annex A - Statement of Requirements - Mandatory and Rated Requirements. The PoP test will take place, at no extra cost to Canada, at the CBSA laboratory in Ottawa, Canada, Ontario or through another method agreed to by Canada.
- (ii) After being notified by the Contracting Authority, the Bidder will be given a maximum of 7 working days to start the installation of the proposed solution. The installation must be completed and functional within 5 working days of the Bidder starting the installation (7.5 hrs/day during normal working hours, to be determined by the Contracting Authority). Canada will then conduct the PoP test. Up to 3 representatives of the Bidder may be present during the PoP test. The representative(s) named in the bid to provide technical support during the PoP test should be available by telephone for technical advice and clarification during the PoP test; however, Canada is not required to delay the PoP test if an individual is unavailable. Once the PoP test has begun, it must be completed within 3 days.
- (iii) Canada will document the results of the PoP test. If Canada determines that the proposed solution does not meet any mandatory requirement of the bid solicitation, the bid will fail the PoP test and the bid will be disqualified. Canada may, as a result of the PoP test, reduce the score of the Bidder on any rated requirement, if the PoP test indicates that the score provided to the Bidder on the basis of its written bid is not validated by the PoP test. The Bidder's score will not be increased as a result of the PoP test. If the Bidder's score is reduced as a result of the PoP test, Canada will reassess the ranking of all bidders.
- (iv) In connection with the PoP testing, the Bidder grants to Canada a limited license to use the Bidder's proposed software solution for testing and evaluation purposes.
- (v) If, during the initial installation of the software for the PoP test, the Bidder discovers that there are missing and/or corrupt files for software components identified in the technical bid, the Bidder must cease the installation process and inform the Contracting Authority. If the Contracting Authority determines that the missing and/or corrupt files are for components identified in the technical bid, the Bidder may be permitted to submit to the Contracting Authority the missing files and/or replacements for the corrupt files on electronic media or by referring to a web site where the files can be downloaded. These files must have been commercially released to the public before the bid closing date. Upon receiving the files on electronic media or downloading them from a corporate web site, the Contracting Authority will verify that (i) the files were commercially released to the public before the bid closing date; (ii) the files do not include new releases or versions of the software; (iii) the files belong to software components identified in the technical bid;

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and (iv) the software will not need to be recompiled to make use of the files. The Contracting Authority will have the sole discretion to decide if the additional files may be installed for the PoP test. Under no circumstances will files required to correct flaws in the software programming or code be permitted. This process can be used only a single time, and only during the initial installation of the software for the PoP test.

### **Stage 3 - Determination of Total Evaluation Price - see Annex B - Table 5**

#### **4.3 Financial Evaluation**

**a)** The financial evaluation will be conducted by calculating the Total Assessed Price using the Pricing Tables completed by the bidders.

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

**b)** If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

#### **c) Substantiation of Professional Services Rates**

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates bid for professional services, Canada may, but will have no obligation to, require price support in accordance with this Article. If Canada requests price support, it will be requested from all otherwise responsive bidders who have proposed a rate that is at least 20% lower than the median rate bid by all responsive bidders for the relevant resource category or categories. If Canada requests price support, the following information is required:

- (i) an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided *in the National Capital Region* in the relevant resource category, where those services were provided for at least three months within the twelve months before the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;
- (ii) in relation to the invoice in (i), evidence from the bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this bid solicitation) or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation);
- (iii) in respect of each contract for which an invoice is submitted as substantiation, a résumé for the resource that provided the services under that contract that demonstrates that, in relation to the resource category for which the rates are being substantiated, the resource would meet the mandatory requirements and achieve any required pass mark for any rated criteria; and
- (iv) the name, telephone number and, if available, email address of a contact person at the customer who received each invoice submitted under (i), so that Canada may verify any information provided by the Bidder.

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Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada, including information that would allow Canada to verify information with the resource proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid. If Canada determines that the information provided by the Bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-responsive.

#### 4.4 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 evaluation criteria.
- (b) Bids not meeting (i) or (ii) will be declared non-responsive. Price is given a rated value which is included in the total calculation of the bid. 70% of the points will be awarded to the rated technical requirements (See Stage 2) and 30% of the points will be awarded to the financial bid.

To complete this calculation the following formula is used:

$$\frac{\text{Score of the Technical Score of the bid}}{\text{Maximum score possible}} \times 70\% = \text{Total 1}$$

$$\frac{\text{Lowest Total Assessed Price of all Responsive Bidders}}{\text{Total Assessed Price of the Bidder's bid}} \times 30\% = \text{Total 2}$$

**(Total 1) + (Total 2) = Highest Combined Rating of Technical Score and Price**

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.

- (c) Whether any bid is recommended for contract award depends on all the provision of this bid solicitation (for example, the vendor performance provisions of Standard Instructions 2003 would affect whether an otherwise responsive bid were recommended for award, as would factors such as financial capability). Also, bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.
- (d) If more than one bidder is ranked first because of identical overall scores, then the bidder with the highest score on the technical rated requirements criteria will be recommended for award of a contract.

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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the articles below.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 5.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and 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.

### 5.2 Federal Contractors Program - 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's website](#)

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

**Note to Bidders:** Bidders are requested to use the Bid Submission Form to provide information about their status under this program. For a joint venture bidder, this information must be provided for each member of the joint venture.

### 5.3 Former Public Servant Certification

- (a) Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.
- (b) For the purposes of this clause,
  - (i) **"former public servant"** means a 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 and includes:
    - (A) an individual;

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- (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.
- (ii) **"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.
  - (iii) **"pension"** means, in the context of the fee abatement formula, 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 *Canadian Pension Plan Act*, R.S., 1985, c. C-8.
- (c) If the Bidder is an FPS in receipt of a pension as defined above, the Bidder must provide the following information:
    - (i) name of former public servant;
    - (ii) date of termination of employment or retirement from the Public Service.
  - (d) If the Bidder is an FPS who received a lump sum payment pursuant to the terms of a work force reduction program, the Bidder must provide the following information:
    - (i) name of former public servant;
    - (ii) conditions of the lump sum payment incentive;
    - (iii) date of termination of employment;
    - (iv) amount of lump sum payment;
    - (v) rate of pay on which lump sum payment is based;
    - (vi) period of lump sum payment including start date, end date and number of weeks; and
    - (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.
  - (e) For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.
  - (f) By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

**Note to Bidders:** Bidders are requested to provide the information required by this clause in their Bid Submission Form.

#### 5.4 Bidder Certifies that All Equipment and Software is "Off-the-Shelf"

Any equipment and software bid to meet this requirement must be "off-the-shelf" (unless otherwise stated in this bid solicitation), meaning that each item of equipment and software is commercially available and requires no further research or development and is part of an existing

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product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the equipment or software bid is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the bid closing date. By submitting a bid, the Bidder is certifying that all the equipment and software bid is off-the-shelf.

## 5.5 Software Publisher Certification and Software Publisher Authorization

- (a) If the Bidder is the Software Publisher for any of the proprietary software component(s) it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (b) Any Bidder that is not the Software Publisher of all the proprietary software products or components proposed in its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (c) In this bid solicitation, "Software Publisher" means the owner of the copyright in any software included in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

## 5.6 Code of Conduct Certifications - Certifications Required Precedent to Contract Award

Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (*Consent to a Criminal Record Verification form - PWGSC-TPSGC 229*) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

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## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security Requirement

- (a) Before award of a contract, the following conditions must be met:
- (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (ii) the Bidder's individuals requiring access to classified or protected information, assets or sensitive work site(s) must each meet the security requirement as indicated in Part 7 - Resulting Contract Clauses.
- (b) Canada will not delay the award of any contract to allow bidders to obtain the required clearance.
- (c) For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document (<http://tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) on the Departmental Standard Procurement Documents Website.
- (d) In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

### 6.2 Financial Capability

- (a) SACC Manual clause A9033T (2012-07-16) Financial Capability applies, except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must also be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that one or more parent companies grant a performance guarantee to Canada."
- (b) In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

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## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

- (a) \_\_\_\_\_ (the "**Contractor**") agrees to supply to the Client the goods and services described in the Contract, including the Statement of Requirements, in accordance with, and at the prices set out in, the Contract. This includes:
- (i) granting the perpetual license to use the Licensed Software described in the Contract;
  - (ii) providing the Software Documentation;
  - (iii) providing maintenance and support for the Licensed Software during the Software Support Period;
  - (iv) providing the Bar Code Readers and Bar Code printers, as ordered;
  - (v) providing professional services, as and when requested by Canada;
  - (vi) providing training, as ordered,
- to be delivered in the National Capital Area, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- (b) **Client:** Under the Contract, the "**Client**" is the Canada Border Services Agency.
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:
- (i) any reference to a "**deliverable**" or "**deliverables**" includes the purchased hardware and the license to use the Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred).

### 7.2 Optional Goods and/or Services

- (a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at **Annex B - Tables 2 to 4** of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.
- (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.

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### 7.3 Task Authorization

- (a) **As-and-when-requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract will be on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until an authorized TA has been received by the Contractor. The Contractor acknowledges that any work performed before an authorized TA has been received will be done at the Contractor's own risk.
- (b) **Form and Content of Task Authorization:**
- (i) The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex D.
  - (ii) The Task Authorization will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
  - (iii) A Task Authorization must also contain the following information, if applicable:
    - (A) the task number;
    - (B) The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
    - (C) the details of any financial coding to be used;
    - (D) the categories of resources and the number required;
    - (E) a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
    - (F) the start and completion dates;
    - (G) milestone dates for deliverables and payments (if applicable);
    - (H) the number of person-days of effort required;
    - (I) whether the work requires on-site activities and the location;
    - (J) the language profile of the resources required;
    - (K) the level of security clearance required of resources;
    - (L) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
    - (M) any other constraints that might affect the completion of the task.
- (c) **Contractor's Response to Draft Task Authorization:** The Contractor must provide the Technical Authority, within 5 working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and issue the TA.

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**(d) Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**

- (i) The Technical Authority may authorize individual task authorizations up to a limit of \$25,000.00 Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions.
- (ii) Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.
- (iii) The Contracting Authority may suspend the ability of the Technical Authority to authorize TAs by sending a notice to the Contractor which is effective upon receipt, in which case all TAs must be authorized by both the Technical Authority and Contracting Authority, regardless of value.
- (iv) The Contractor must not commence work until a TA authorized in accordance with all the provisions of this Article has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been validly issued will be done at the Contractor's own risk.

**(e) Periodic Usage Reports:**

- (i) The Contractor must compile and maintain records on its provision of services to the federal government under authorized TAs issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must submit the periodic usage reports on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
- (ii) The quarterly periods are defined as follows:
  - (A) April 1 to June 30;
  - (B) July 1 to September 30;
  - (C) October 1 to December 31; and
  - (D) January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.
- (iii) Each report must contain the following information for each validly issued TA (as amended):
  - (A) the Task Authorization number and the Task Authorization Revision number(s), if applicable;
  - (B) a title or a brief description of the task;
  - (C) the name, Category of Personnel and level of each resource involved in performing the TA, as applicable;
  - (D) the total estimated cost specified in the TA (GST or HST extra);
  - (E) the total amount (GST or HST extra) expended to date;
  - (F) the start and completion date; and
  - (G) the active status, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).
- (iv) Each report must also contain the following cumulative information for all the validly issued TAs (as amended):
  - (A) the amount (GST or HST extra) specified in the contract (as last amended, if applicable) as Canada's total liability to the contractor for all authorized TAs; and

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(B) the total amount, GST or HST extra, expended to date against all validly issued tasks.

- (f) **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all Task Authorizations issued and approved by the Contracting Authority to date, to document the Work performed under those TAs for administrative purposes.

#### 7.4 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 (<http://ccua-sacc.pwgsc.gc.ca/pub/acho-eng.jsp>) issued by Public Works and Government Services Canada.

(a) **General Conditions:**

- (i) 2030 (2013-06-27), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

The text under Subsection 04 of Section 43 – Code of Conduct and Certifications of 2030 referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

(b) **Supplemental General Conditions:**

The following Supplemental General Conditions:

- (i) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;  
(ii) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;

apply to and form part of the Contract.

#### 7.5 Security Requirement

- a) The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- b) The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- c) The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- d) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- e) The Contractor must comply with the provisions of the:
- (i) Security Requirements Check List and security guide (if applicable), attached at Annex D;
- (ii) Industrial Security Manual (Latest Edition).

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**7.6 Contract Period**

**(a) Contract Period:** The “**Contract Period**” is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- (i) The “**Initial Contract Period**”, which begins on the date the Contract is awarded and ends 1 year later; and
- (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

**(b) Option to Extend the Contract:**

- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 6 additional one-year period(s) 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 set out in the Basis of Payment.
- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor at any time prior the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

**7.7 Delivery Date**

The first software licenses must be received after completion of Project Management Plan or agreed upon date.

**7.8 Authorities**

**(a) Contracting Authority**

The Contracting Authority for the Contract is:

Name: **Roxane Baker**  
 Title: Supply Specialist  
 Acquisitions Branch  
 Public Works and Government Services Canada  
 Directorate: SSSPD  
 Address: 11 Laurier Street, PDP III, Gatineau, Quebec, K1A 0S5  
 Telephone: 819-956-1105  
 Facsimile: 819-953-3703  
 E-mail address: [roxane.baker@tpsgc-pwgsc.gc.ca](mailto:roxane.baker@tpsgc-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.

**(b) Technical Authority**

(Note to Bidder: To be completed at time of Contract award.)

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

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The Technical Authority 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.

**(c) Contractor's Representative**

(Note to Bidder: To be completed at time of Contract award.)

**7.9 Payment**

**(a) Basis of Payment**

- (i) Licensed Software:** For the license to use the Licensed Software (including Software Documentation), in accordance with the Contract, Canada will pay the Contractor the firm price(s), following delivery and acceptance, set out in Annex B - Table 1, FOB destination, including all customs duties, GST/HST extra. The firm prices include the warranty during the Software Warranty Period.  
Estimated Cost: \$ \_\_\_\_\_
- (ii) Maintenance and Support for Licensed Software:** For maintenance and support services throughout the initial Software Support Period, in accordance with the Contract, Canada will pay the Contractor, in advance, the firm price(s) set out in Annex B - Table 1, FOB destination, including all customs duties, GST/HST extra.  
Estimated Cost: \$ \_\_\_\_\_
- (iii) Optional Additional Software Users:** For additional Concurrent Users and Laboratory Client Concurrent Users to use the Licensed Software, if Canada exercises its option, Canada will pay the Contractor the firm unit prices set out in Annex B - Table 2, FOB destination, including all customs duties, GST/HST extra.  
Estimated Cost: \$ \_\_\_\_\_
- (iv) Optional Software Maintenance and Support:** If Canada exercises its option to extend the Software Support Period, Canada will pay the Contractor in advance, the firm annual price set out in Annex B - Table 2 and 3, FOB destination, including all customs duties, GST/HST extra. If additional Concurrent Users and Laboratory Client Concurrent Users are purchased during the Software Support Period, Canada will pay the applicable price for maintenance and support of that number of users divided by 12, then multiplied by the number of months or partial months remaining in the Software Support Period (in order to reflect the fact that maintenance and support services will only be provided for those users for a partial year).  
Estimated Cost: \$ \_\_\_\_\_
- (v) Optional Purchased Equipment:** For providing the equipment in accordance with the Contract, as ordered, Canada will pay the Contractor the firm price(s) set out in Annex B, Table 2, FOB destination, including all customs duties, GST/HST extra.  
Estimated Cost: \$ \_\_\_\_\_
- (vi) Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B - Table 4, GST/HST extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.  
Estimated Cost: \$ \_\_\_\_\_
- (vii) Optional Training:** For training courses, as and when requested by Canada during the Contract Period, Canada will pay the Contractor the firm price per course set out in Annex B - Table 2, upon completion of the course, GST/HST extra.  
Estimated Cost: \$ \_\_\_\_\_

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**(viii) Pre-Authorized Travel and Living Expenses:** Canada will reimburse the Contractor for its pre-authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". All travel must have the prior authorization of the Contracting Authority. All payments are subject to government audit. The Contractor will not be able to charge for time spent travelling at the per diem rates set out in the Contract.

**GST/HST:** Estimated Cost: \$ \_\_\_\_\_  
Estimated Cost: \$ \_\_\_\_\_

**(ix) Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

**(x) Professional Services Rates:** In Canada's experience, contractors from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

**(xi) Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

**(b) Limitation of Expenditure:**

(i) Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any applicable GST or HST. With respect to the amount set out on page 1 of the Contract, Customs duties are subject to exemption and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

(ii) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority.

**(c) Method of Payment for Task Authorizations with a Maximum Price:** For each Task Authorization issued under the Contract that contains a maximum price:

(i) Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.

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- (ii) Canada will pay the Contractor within 30 days of receiving a complete invoice (and any required substantiating documentation). If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section of the General Conditions entitles "Interest on Overdue Accounts" once the dispute is resolved.
- (iii) Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.

**(d) Method of Payment - Licensed Software**

Canada will pay the Contractor within 30 days following acceptance or within 30 days of receiving a complete invoice (and any required substantiating documentation), whichever is later. If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section of the General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.

**(e) Method of Payment - Advance Payment**

- (i) Canada will pay the Contractor in advance for maintenance and support services on the licensed software if:
  - (A) An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - (B) All such documents have been verified by Canada.
- (ii) Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

**(f) SACC Manual Clauses**

- (i) H3028C (2010-01-11), Advance Payment
- (ii) H1001C (2008-05-12), Multiple Payments

**7.10 Invoicing Instructions**

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions 2030 (2013-06-27).
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- (c) By submitting invoices (other than for any items subject to an advance payment), the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (d) The Contractor must provide the original of each invoice to the Technical Authority, and a copy to the Contracting Authority.

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### 7.11 Certifications

- (a) Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

### 7.12 Applicable Laws

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

### 7.13 Priority of Documents

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

- (a) These Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) Supplemental General Conditions, in the following order:
  - (i) 4003 (2010-08-16);
  - (ii) 4004 (2013-04-25);
- (c) General Conditions 2030 (2013-06-27);
- (d) Annex A, Statement of requirements;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) The signed Task Authorizations (including all of their annexes, if any);
- (h) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*), as amended \_\_\_\_\_ (*insert date(s) of amendment(s) if applicable*), not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

**Note to Bidders:** *This section will be completed upon contract award.*

### 7.14 Foreign Nationals (Canadian Contractor)

- (a) SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

**Note to Bidders:** *Either this clause or the one that follows, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.*

### 7.15 Foreign Nationals (Foreign Contractor)

- (a) SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

### 7.16 Insurance Requirements

- (a) SACC Manual clause G1005C (2008-05-12) Insurance Requirements.

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## 7.17 Limitation of Liability - Information Management/Information Technology

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- (b) **First Party Liability:**
- (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
    - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
    - (B) physical injury, including death.
  - (ii) The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
  - (iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
  - (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
  - (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract including:
    - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
    - (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.
  - (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

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**(c) Third Party Claims:**

- (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- (ii) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- (iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).

**7.18 Joint Venture Contractor**

**Note to Bidders:** *This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.*

- (a) The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
  - (i) \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
  - (ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
  - (iii) all payments made by Canada to the representative member will act as a release by all the members.
- (c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- (d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- (e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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## 7.19 Licensed Software

(a) With respect to the provisions of Supplemental General Conditions 4003:

Licensed Software	The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products:  _____ [this information will be completed at contract award using information in the Contractor's bid]
Type of License being Granted	User License, which is amended to allow a specified number of "Concurrent Users" and "Laboratory Client Concurrent Users" to simultaneously access and use the Licensed Software.  Concurrent User and Laboratory Client Concurrent User have the following meanings in the Contract:  <u>Concurrent User</u> means: a User authorized by the Client to use the Licensed Software under the Contract, and that has a unique system login and full access to, and use of, all the functionalities of the LIMS software (unless otherwise restricted by the Client).  <u>Laboratory Client Concurrent User</u> : means a User authorized by the Client to use the Licensed Software under the Contract, and that has a unique system login and full access to, and use of all functionalities of the LIMS software required by Laboratory Clients as particularized in the Statement of Requirements (unless otherwise restricted by the Client).
Number of Users Licensed	Quantity 5 Concurrent Users  Initial Quantity 0 Laboratory Client Concurrent Users
Option to Purchase Licenses for Additional Users	The Contractor grants to Canada the irrevocable option to add Concurrent Users and Laboratory Client Concurrent Users at the prices set out in Annex B on the same terms and conditions set out in the Contract. This option may be exercised at any time during the Contract Period, as many times as Canada chooses. This option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Language of Licensed Software	The Licensed Software must be delivered in both French and English.
Delivery Location	CBSA Laboratory 79 Bentley Avenue Nepean, Ontario K2E 6T7
Installation Site	CBSA Laboratory 79 Bentley Avenue Nepean, Ontario K2E 6T7
Media on which Licensed Software must be Delivered	CD-ROM or Internet Download.
Software Warranty Period	12 months

(b) **On-going Maintenance of Software Code:** The Contractor must continue to maintain the version of the Licensed Software (i.e., the version or "build" originally licensed under the Contract) as a commercial product (i.e., the Contractor or the software publisher must be continuing to develop new code in respect of the Licensed Software to maintain its functionality, enhance it, and deal with Software Errors) for at least 2 years from the date the Contract is awarded. After that time, if the

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Contractor or the software publisher decides to discontinue or no longer maintain the then-current version or "build" of the Licensed Software and, instead, decides to provide upgrades to the Licensed Software as part of the Software Support, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation.

- (c) The Contractor must provide detailed instructions with the release of a software package to enable CBSA to load and configure the application in the testing and production environments.
- (d) All Mandatory and Rated technical specifications (provided when contract was awarded) must remain available in future releases of software packages, at no additional expense to CBSA (except the yearly contract maintenance expenses).

## 7.20 Licensed Software Maintenance and Support

- (a) With respect to the provisions of Supplemental General Conditions 4004:

Software Support Period	1 year from date of acceptance.
Software Support Period when Additional Licenses added during Contract Period	For any additional licenses purchased in accordance with the Contract, the Software Support Period currently underway will apply to the additional licenses purchased, so that the Software Support Period ends on the same date for all licenses supported under the Contract.
Option to Extend Software Support Period	The Contractor grants to Canada the irrevocable option(s) to extend the Software Support Period by 6 additional 12-month periods, exercisable at any time during the Contract Period. The Contractor agrees that, during the entire Software Support Period, the prices will be those set out in Annex B - Tables 2 and 3. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Contractor must provide On-site Support Services	Yes. The vendor must provide on-site support (when required by CBSA) within 3 business days, when issues can't be resolved via telephone support, or within 2 business days for a severe problem. (For a severe problem the service representative must arrive at CBSA within 2 business days after the initial support call was placed)  The vendor must provide appropriate resources to attempt to completely resolve the problem within 3 business days of receiving the call for support.  In the case of a severe problem (defined as: the application is completely inoperative or the inability to track samples through a process step and there is no workaround available), the vendor must provide appropriate resources to attempt to completely resolve the problem within 1 business day of receiving the call for support.
Contractor must keep track of software releases for the purpose of configuration control	Yes
Contact Information for Accessing the Contractor's Support Services	In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following:  Toll-free Telephone Access: _____ Toll-free Fax Access: _____ Email Access: _____  The Contractor must respond to all telephone, fax or email communications (with a live service agent) within 60 minutes of the initial time of the Laboratory client or User's initial communication.

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	<i>[Note to Bidders: This information will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i>
Website	In accordance with Section 5 of 4004, the Contractor must make Support Services available over the Internet. To do so, the Contractor must include, as a minimum, frequently asked questions and on-line software diagnostic routines and support tools. Despite the Hours for Providing Support Services, the Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be available 99% of the time. The Contractor's website address for web support is _____.  <i>[Note to Bidders: The website address will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i>
Language of Support Services	The Support Services should be provided in both French and English, if possible, based on the choice of the User requesting support.

## 7.21 Training

- (a) **Providing Training:** The Contractor must include training for two employees who will be responsible for the setup and maintenance of the LIMS. This training at a minimum, must provide the trainees with an understanding of how to set up and maintain the new LIMS. Topics are to include: case or sample entry (creating and modifying sample types), integrating instruments to the LIMS, creating and configuring tests, creating and maintaining control charts, creating maintenance plans, maintaining the chemical database, adding sample reports and chemical storage locations, designing custom sample report templates, creating new management reports, restricting access within the LIMS, adding new users and adding test result calculations. Upon completion of course, employees should be fully functional in operating and maintaining all capabilities of the LIMS.
- (i) The training must be provided at the Contractors specified location or at the CBSA laboratory in Ottawa, Ontario, Canada.
  - (ii) If training is being conducted at the CBSA laboratory in Ottawa, the Contractor shall not be paid for any Travel and Living expenses, related to the training.
  - (iii) If the training is being conducted at the Contractor's location, Canada will pay for all of its own Travel and Living expenses.
  - (iv) The training, including both the instruction and the course materials, must be provided in English.
  - (v) Before providing any training, at least 10 working days in advance of the first training session, the Contractor must submit the course syllabus and schedule, an electronic copy of all the training materials, and the names and qualifications of the instructors to the Technical Authority for approval.

## 7.22 Professional Services - General:

- (a) The Contractor must provide professional services on request as specified in this Contract. The Contractor must provide professional services relating to the delivery, installation, design, integration, configuration, implementation, and deployment of the Licensed Software on an "as and when requested basis. In order to be able to provide these professional services on request, the Contractor must have available a team of experts, including individuals in all of the following categories of personnel described below:

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### **Project Manager**

#### Experience Required:

Project Manager must have a minimum of 5 years experience in the installation and configuration of the LIMS supplied by the vendor and a minimum of 1 year of project management experience with the LIMS supplied by the vendor.

#### Responsibilities could include but are not limited to:

- Review requirements for LIMS and propose solutions including overseeing the preparation of the Project Management Plan;
- Monitor installation and configuration process vs plan;
- Update Canada of progress.

### **LIMS Configuration Specialist**

#### Experience Required:

Employee must have a minimum of 2 years experience in the configuration, customization and validation of the LIMS supplied by the vendor.

#### Responsibilities could include but are not limited to:

- Assist in the configuration and customization of the LIMS;
- Mentor designated employees of Canada in the configuration of the LIMS.

### **Test Engineer/Application Specialist**

#### Experience Required:

Employee must have a minimum of 2 years experience in the setup, installation and validation of the LIMS software supplied by the vendor.

#### Responsibilities could include but are not limited to:

- Responsible for the installation and testing of the LIMS software on the CBSA network.

### **Data Transfer Expert**

#### Experience Required:

Employee must have a minimum of 2 years full time experience transferring data to the LIMS supplied by the vendor from another LIMS.

#### Responsibilities could include but are not limited to:

- Responsible for the analysis of CBSA's LASS and providing providing a solution for the transfer of data to the new LIMS;
- Assist Canada in the data transfer.

- (b) All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- (c) If the Contractor fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

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### 7.23 Safeguarding Electronic Media

- (a) Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- (b) If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

### 7.24 Access to Canada's Property and Facilities

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

### 7.25 Project Management Plan

- (a) **Finalization of Project Management Plan:** Within 40 working days of the Contract being awarded and meeting with CBSA to discuss the implementation of the LIMS, the Contractor must provide an update to the draft Project Management Plan to CBSA for approval. Canada will provide any comments it has regarding the draft Project Management plan. The Contractor must update the Project Management Plan to reflect Canada's comments within 5 working days and resubmit it to Canada for approval. The Project Management Plan should include, but not be limited to:

Solution Design (see Annex A - Appendix F);

Planned Application Architecture (conceptual view) showing components and the way in which components will interact with CBSA's instruments, and CBSA provided servers and databases

Software Installation

Planned approach for installation and configuration of base software;

Planned approach for load testing and system acceptance testing for the base software.

System Configuration Plan:

Planned approach for performing a gap analysis on requirements and developing a plan to fill the gaps - (to configure data fields, tests, report templates, chemical inventory, equipment...);

Planned approach for transferring data from the existing CBSA LIMS to the new LIMS;

Planned approach for integrating the lab instruments with the LIMS;

Planned approach for training CBSA employees to configure and utilize the new LIMS.

Required Resources - Roles and Responsibilities:

Planned structure of the resources required from CBSA and the vendor to complete the implementation of the LIMS, including the roles and responsibilities of each resource and an estimate of the time that will need to be required to complete the project.

Project Schedule:

Planned schedule for completion of all work to implement the new LIMS;

Planned method for tracking progress versus plan and updating CBSA.

Project Closeout Plan:

Planned approach for migrating from the existing LIMS to the new LIMS and closing the project.

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- (b) The Contractor must produce and maintain a detailed project schedule, using Microsoft Project, detailing all of the activities required to implement the new LIMS and all of the activities required to successfully migrate all of the lab instruments and processes to the new solution.
- (c) Until the CBSA LIMS is implemented, the Contractor must participate in regular (monthly) meetings with the CBSA laboratory in Ottawa starting after the contract is awarded, either through directly attending the meeting, through video conference or another method agreed to by CBSA. At each meeting, the Contractor must review progress to date, review the status of action items arising from previous meetings, and identify new problems or critical issues, and present proposed resolutions to any such items.

All work described in the approved Project Management Plan, will be ordered, as and when requested by Task Authorization.

### 7.26 Termination for Convenience

With respect to Article 32 of 2030, if applicable, subarticle 4 is deleted and replaced with the following subsections 4, 5 and 6:

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.

5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of

(a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or

(b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.

6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

### 7.27 Authorized Agent

The vendor listed below has been designated as the authorized agent for the purposes of receiving and fulfilling this Contract, and for the purposes of receiving payment. Receipt by the authorized agent of payment for this Contract shall be deemed to be receipt by \_\_\_\_\_ (contractor name) of such payment.

**Note to Bidders: This space will be filled out by the Contractor's representative at contract award if applicable.**

Attention:  
e-mail:  
Telephone:  
Facsimile:

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## ANNEX A STATEMENT OF REQUIREMENTS

### Request for Proposals (RFP) for a New Laboratory Information Management System (LIMS)

#### 1. Objective

The Science and Engineering (S&E) Directorate of the Canada Border Services Agency (CBSA) is looking to replace its in-house LIMS (called "LASS") with a configurable Commercial off the Shelf (COTS) LIMS. The LIMS must offer complete sample tracking throughout its life cycle. This includes, but is not limited to, the following steps: laboratory client sample login, laboratory user sample login, bar-coding, sample receipt, sample preparation, chemical inventory, sample testing (including manual data entry and instrument interfacing), data review, automated and manual report writing, scheduling of equipment maintenance, data query, case approval, electronic report distribution, report archiving and case data archiving, all as described in Tables A and B herein.

#### 2. Background

The S&E Directorate is the scientific arm of the CBSA. It offers a diverse range of scientific, analytical, engineering and technical advisory services to the CBSA and other government agencies. The S&E Directorate's diverse capabilities include: analysis of goods (foods, textiles, polymers, organic chemicals, alcohol, tobacco and contraband drugs); expertise in forensic document analysis and research in the field of chemical, biological and radiation detection.

The CBSA laboratory currently utilizes LASS that was developed in-house in the late 1990s. Since then, numerous patches and enhancements were applied to tailor LASS to suit the evolving needs of the agency. This program is based on PowerBuilder and uses an Oracle Database. CBSA is now looking at replacing this in-house developed product with a full-feature COTS LIMS. The S&E directorate currently has approximately 120 employees and 250 laboratory clients that use its LASS. It is estimated that 10 to 20 laboratory clients and 40 to 60 CBSA employees will utilize the LIMS at one time. Approximately 200 unique tests will need to be entered into the LIMS (during initial configuration) to support the different sections of the laboratory.

The CBSA Laboratory refers to two locations in Ottawa with approximately 20 stations. The main lab is located on two floors at 79 Bentley. Another small lab consisting of mostly office space is located at 14 Colonnade Road - one floor (2nd floor of building). Most of the equipment is at Bentley to be networked - on both floors. Servers are at Bentley as well.

The Laboratory Clients are located at approximately 50 locations accross Canada. These Laboratory Clients will require access to LIMS via a web-interface only.

The Request for Proposals (RFP) refers to a LIMS however, based on a review of some products available on the market, the CBSA laboratory may need an integrated LIMS and Sample Data Management System (SDMS), possibly with additional features. These specifications are for an integrated LIMS/SDMS and all references to LIMS in the RFP, indicates that this feature is required within the integrated system.

#### 3. Scope

This Contract is for the following;

a) delivery, by the Contractor, to the CBSA Technical Authority, of a detailed Project Management Plan as described herein,

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b) following acceptance of the Project Management Plan, the delivery, by the Contractor to the CBSA Technical Authority, of the LIMS Licensed Software, meeting the requirements of the Contract;

c) following acceptance of the Licensed Software, the provision, by the Contractor, of one year of Software Maintenance and Support Services as described in the Contract,

d) the provision, by the Contractor, of consultation services, as and when ordered through Task Authorizations, (to aid CBSA in the installation and configuration of the LIMS and transfer of data from the existing LIMS).

This Contract also includes the following options, which may be exercised by Canada at any time during the Contract Period;

a) options to purchase employee training;

b) options to purchase additional Concurrent User licenses, and Laboratory Client Concurrent User Licenses;

c) options to purchase additional Software Maintenance and Support Services on the initial Licensed Software and on any additional Concurrent User licenses, and any additional Laboratory Client Concurrent User licenses, and;

d) options to purchase Bar Coders and Bar Code Printers, FOB destination, as required for the complete functioning of the LIMS at the CBSA Ottawa laboratories.

#### **4. Resources**

Based on agreement between CBSA and the Contractor, CBSA will provide the CBSA resources outlined in the Project Management Plan and any approved Task Authorization.

As and when ordered through Task Authorization(s) the Contractor must support CBSA in performing load testing on the application, using manufacture recommended best practices.

As and when ordered through Task Authorizations the Contractor must help CBSA configure all aspects of the LIMS system and databases in support of a fully operational system that meets the requirements of the LIMS specifications.

#### **5. Schedule**

Notwithstanding any other delivery dates specified in the Contract, CBSA would like most of the configuration work completed by March 31, 2015.

#### **6. Equipment**

As and when ordered through Task Authorizations, the Contractor must install and make work, all ordered equipment in the CBSA Ottawa laboratories so that the LIMS meets all the requirements as detailed in Tables A and B. The installation and set to work of all equipment is expected to be done at the same time as the installation and configuration of the LIMS software.

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**ANNEX A**  
**TABLE A - MANDATORY REQUIREMENTS**

ITEM NO	REQUIREMENT
	<b>LIMS Application</b>
	<b>1. General</b>
<b>M1</b>	The proposed software must be a commercially available version. The proposed software must work, be complete and be responsive to all the requirements of the RFP including the Statement of Requirements.
<b>M2</b>	The LIMS must work and operate on a HPUX or Windows 2008 server running in an Oracle database. See Annex A, Appendix F.
<b>M3</b>	The number of data fields in LIMS for entering case data, sample data, employees, equipment, or results must not be limited in number.
<b>M4</b>	All changes made within the LIMS about a sample, chemical, employee or equipment must be time/date stamped with a record of who made the change.
	<b>2. Laboratory client Case Entry</b>
<b>M5</b>	The LIMS must provide a way for the laboratory clients to remotely submit information for samples to be analyzed (including case and sample details) so that the information does not have to be entered manually at the laboratory. In addition, the LIMS must provide a way for matching samples with the information submitted to the LIMS (when they are not submitted to the lab at the same time).
	<b>3. Case and Sample Entry</b>
<b>M6</b>	During case and sample entry, the LIMS must only display the data fields related to the specific sample/request type selected (multiple samples from the same laboratory client can form a case). See Annex A, Appendix A for examples of data that can be entered for the different request types. This will be configured per request type.
<b>M7</b>	The LIMS must provide a way for an employee to create many samples in a case. The employee must be capable of adding a sample to the case any time in the analysis process.
<b>M8</b>	The LIMS must be capable of assigning a unique, sequential case and sample number to each sample and case received for analysis. The sample number must be linked to the case number.
<b>M9</b>	The LIMS must allow the user to attach unaltered pictures (jpg, bmp, png, tif, gif) and other documents (Microsoft WORD, Microsoft Excel, Adobe pdf) to each case or sample for future reference. The user must be able to view the pictures or files attached to a sample or case through the LIMS or through the use of other computer software on the computer network associated with the file.
	<b>4. Sample/Case/Analysis Assignment</b>
<b>M10</b>	The LIMS must enable an employee (with this privilege) to assign samples to an employee of the laboratory to oversee the analysis of that sample and generate the final report (this is not involved in chain of custody). In addition, the LIMS must allow samples to be unassigned or be reassigned to other employees, throughout the analysis process (not chain of custody).
<b>M11</b>	The LIMS must provide a way for an employee to assign tests/methods to a sample that are stored within the LIMS.
<b>M12</b>	When a test is requested for a sample, the LIMS must provide at least two ways of assigning the test to an employee: 1) Through manual assignment of the test (from a work list); 2) By automatically assigning the test to a specified employee of the lab (for example an expert on that machine),

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	For example: Test A is done by an expert - Technologist A Test B can be done by many people Technologist A, B or C When an employee requests Test A and Test B be run for a sample. Test A must automatically be assigned to Technologist A. Test B must be added to a work list, but it will not be automatically assigned to somebody, as many people can do this work.
<b>M13</b>	When a test has been assigned to a specified employee, the LIMS must enable/support the reassignment of the work to another employee with the authority to complete the task.
	<b>5. Data Entry and Configuration</b>
<b>M14</b>	The LIMS must provide a way for accepting test results through manual data entry or through direct connection of the instrument (see Annex A - Appendix C for instrument list) to the computer network and the LIMS.
<b>M15</b>	For instruments directly connected to the computer network and the LIMS, the LIMS must provide a way for data to be released immediately after analysis is complete or after the data has been reviewed.
<b>M16</b>	For tests stored within the LIMS, the LIMS must be capable of storing the equipment that can be used, the data to be collected and any standards or control samples run for the test.
<b>M17</b>	For a specified entry, the LIMS must be capable of accepting the data in a variety of formats including: numerical values (along with units), text, check boxes, dates and pull down menus (from list of specified results). In addition, the LIMS must be capable of restricting values and adding warning limits.
<b>M18</b>	Data files (from instruments) stored within the LIMS must be accessible by other computer programs (the software used to analyse the instrument data file) that are located on the Computer network so that these programs can utilize the instrument data file.
<b>M19</b>	Once data is entered into the LIMS, the LIMS must provide a way for calculations to be done automatically, using the results of multiple tests if necessary to calculate a final result.
<b>M20</b>	The LIMS must provide a way for calculations to be protected, so that they can't be changed by accident. They can only be changed by people with specified system access.
<b>M21</b>	The LIMS must provide a manner of entering the test results for many samples that are being run on the same test (along with the standards, blanks and control samples).
<b>M22</b>	The LIMS must provide a manner (such as a data entry template) to manually enter the test results for many tests that are being run on a sample (along with the standards, blanks and control samples). These templates or forms can be saved and referenced for all samples of this sample type.
	<b>6. Workload management</b>
<b>M23</b>	The LIMS must provide a way for an employee to view all tasks assigned to them, including: - all samples assigned to them; - all samples they have been assigned to perform a particular test on; - all samples waiting for their approval/ review; and/or - all equipment with maintenance assigned to them.
	<b>7. Equipment</b>
<b>M24</b>	The LIMS must provide a way for maintaining a database/list of all laboratory equipment/instruments and the tests that can be performed on that equipment.
<b>M25</b>	The LIMS must provide a way for tracking the equipment used to perform a specific test on a sample.
<b>M26</b>	The LIMS must provide a way to schedule equipment maintenance for each piece of equipment entered into the LIMS, to ensure that the proper maintenance is done on the equipment. This can be done through a time interval or other scheduling methods.

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<b>M27</b>	When equipment maintenance is due, the LIMS must provide a way of automatically assigning the maintenance task to a specified employee.
<b>M28</b>	The LIMS must be able to store a log of the maintenance that is done on equipment.
<b>M29</b>	The LIMS must track an instrument availability to do tests (for example through an "available" and "not available" state) and allow the user to indicate why the status of the instrument changed.
<b>M30</b>	The LIMS must be able to chart the results of all quality control and blank samples associated with a test, as well as providing warnings when results are out of spec.
	<b>8. Report Writing</b>
<b>M31</b>	The LIMS must provide a way to create and save a "final report" for each sample (Microsoft WORD or pdf compatible).
<b>M32</b>	The LIMS must provide a way to create a "final case report" which will include a cover page and the "final report" for all the samples within the case.
<b>M33</b>	The LIMS must provide a way for creating the content of the "final case report" by combining the following information: - Information manually typed * including information not previously entered into the LIMS - any information previously entered into the LIMS about the sample/case, for example: * laboratory client information (name address) * sample or case specific information (sample number, sample name, date received) * test results * tables * pictures
<b>M34</b>	The LIMS must provide a way to format the text in the "final case report" (Change font style, size and colour, bold, underline, italics, subscript, superscript, strikethrough).
<b>M35</b>	The LIMS must provide a way to create "final report templates", which can be utilized to create the "final report". The LIMS must allow a user to create multiple "final report templates" for each same sample type.
<b>M36</b>	The LIMS must provide the user with a way of choosing a "final report template" (from those available for that sample type) when they are creating the "final report".
<b>M37</b>	The LIMS must provide a way of issuing a new "final report" (version 2) and saving a copy of the previous "final report" version issued to the laboratory client within the LIMS
	<b>9. Approval/Archiving</b>
<b>M38</b>	The LIMS must provide a way for Managers or other designated employees to approve or reject a sample or case after analysis is complete and the "final reports" are created.
<b>M39</b>	The LIMS must provide a way for an employee to add or remove an approver from a sample or case (if they have the authority to do so).
<b>M40</b>	When a sample/case is waiting for an employee's approval, the LIMS must provide a way of notifying the employee through the LIMS or email.
	<b>10. Continuity of Evidence Capability-Sample Storage/Possession/Location</b>
<b>M41</b>	The LIMS must provide a way to track the location of all samples from the time the sample arrives at the building until it is destroyed, or returned to the laboratory client. This includes after the "final case report" is sent to the laboratory client.
<b>M42</b>	The LIMS must provide a way to track the samples to a specific location within a building (storage

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	cabinet #, refrigerator #, freezer #, lab #) or to the custody of a particular person (with password verification).
<b>M43</b>	The LIMS must support the use of barcoding to facilitate the transfer of samples from one location to another.
<b>M44</b>	The LIMS must provide a way to generate a list or report that includes a history of the location of a sample, along with the time and date of each location transfer and employee who transferred the sample.
<b>M45</b>	The LIMS must provide a way to create sub samples from an original sample (split a sample into components).
<b>M46</b>	When a sub sample is created, the sub sample must retain the original continuity of evidence of the parent sample up to the point when the sample was split.
	<b>11. Query- Employee</b>
	See Annex A - Appendix B for examples of searches completed with CBSA's . Annex A - Appendix A has a list of all data currently entered for different sample types. (information only)
<b>M47</b>	The LIMS must provide a way for an employee to search/filter active and completed samples within the LIMS using any information collected within the LIMS. The search must display the samples that meet the requirements of the search criteria specified - <u>Example:</u> Sample query - all samples completed between April 1, 2001 and April 1, 2010, from Manufacturer "Company 1" with a pH greater than "7".
<b>M48</b>	The LIMS must provide a way for an employee to display the search results (of M47) in a legible format (such as a table) that may include other criteria for the samples that are selected by the user.
<b>M49</b>	The LIMS must provide a way for an employee to sort the search results (of M47) by any of the search criteria (date, value, test result).
<b>M50</b>	The LIMS must provide a way for an employee to do an indexed text search on the contents of all "final reports" and documents saved within the LIMS (including: pdf, Microsoft WORD documents attached to cases and samples) and display all of the results that meet the search criteria.
	<b>12. Query- Laboratory Client</b>
<b>M51</b>	The LIMS must provide a way for a laboratory client to do a restricted search and view "final reports" (not test results) from casework that was submitted for analysis within the LIMS. The reports to be viewed can be queried and sorted in a similar manner to the employee query. (Section 11- Query-Employee)
<b>M52</b>	Query access is assigned to different laboratory client users with different access permissions therefore, the LIMS must provide a way of limiting specific laboratory clients to viewing "final reports" and search results to specific sample types. However, the laboratory clients must not be limited to viewing only cases that they submitted for analysis.
	<b>13. Chemical Inventory</b>
<b>M53</b>	The LIMS must provide a way to track all chemicals, critical supplies and reference materials used within the laboratory.
<b>M54</b>	For each chemical, critical supply or reference material tracked within the LIMS, the LIMS must provide a way to record the supplier, catalogue number, amount, date of receipt, and expiry date of the product.
<b>M55</b>	The LIMS must uniquely identifying each container of each chemical, critical supply or reference material within the LIMS.

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<b>M56</b>	The LIMS must provide a way of tracking the current location of the chemicals, critical supplies and reference materials within the laboratory, similar to a sample (using locations and barcoding or another technology).
<b>M57</b>	The LIMS must provide a way for an employee to create standards from chemicals within the inventory which can be made from a combination of chemicals. These standards will also be uniquely identified and have an expiry date.
	<b>14. Employees</b>
<b>M58</b>	The LIMS must provide a way for all employees to use the LIMS in the language of their choice (English or French) and logging into the LIMS using a unique personal identifier and password.
<b>M59</b>	The LIMS must provide a way for limiting the level of system privileges / certain functions for designated employees. For example: creating new tests, adding new equipment, entering new samples, assigning samples to employees, assigning tests to samples, sending "final reports" to laboratory clients, approving casework.
<b>M60</b>	In addition to limiting the functionality of certain employees, the LIMS must provide a way of limiting the information that employees can view within the LIMS to specified sample types. For example- the LIMS can restrict an employee from viewing the sample details, "final reports" and test results for samples of a specified sample type.
	<b>15. Management Reporting Functionality</b>
<b>M61</b>	The LIMS must provide "information reporting templates" that will allow employees (based on access capabilities) the ability to view the information listed (over a specified period of time) in a legible format: <ul style="list-style-type: none"> <li>- The average sample completion time (sample receipt date to reporting date) by sample type;</li> <li>- The average sample analysis time by method or instrument;</li> <li>- The number of samples completed by sample type;</li> <li>- The number of samples received by sample type;</li> <li>- A history of all maintenance done on the equipment;</li> <li>- A list of all samples run on an instrument for a specified test;</li> <li>- A list of all quality control and blank samples run on an instrument for a specific test;</li> <li>- The number of samples completed by a particular employee;</li> <li>- The number of tests completed by a particular employee;</li> <li>- The number of samples approved by a particular employee.</li> </ul>
<b>M62</b>	The LIMS must provide "information reporting templates" that will allow employees (based on access capabilities) the ability to view the information listed below in a legible format: <ul style="list-style-type: none"> <li>- The number of samples waiting for analysis for each test or instrument;</li> <li>- All samples or chemicals at a specified location in the laboratory;</li> <li>- All entered requests for which the samples have not been received;</li> <li>- The number of samples in process by sample type;</li> <li>- The number of in-process samples assigned to an employee;</li> <li>- The current status of equipment (available/not available for example).</li> </ul>
<b>M63</b>	The LIMS must provide a way to create and save new "information reporting templates" to extract other data stored within the LIMS (relating to chemicals, equipment, test methods, samples, employees or other data).
	<b>16. Data migration / Conversion of existing LIMS data Files</b>
	See Annex A, Appendix A for a list of data to be transferred to the new LIMS. (information only)
<b>M64</b>	The LIMS must be able to accept sample records from the laboratories LASS', so that only one LIMS needs to be maintained in the future.
<b>M65</b>	The LIMS vendor must have a proven history and methodology for transferring data to their LIMS.
	<b>17. Multi-Location</b>

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<b>M66</b>	The LIMS must be able to support multiple laboratories and data collection points located throughout Canada, which have access to the CBSA intranet. Data collected at any location can be viewed by anybody with LIMS access (and the required permissions).
	<b>18. Data Management</b>
<b>M67</b>	Data files from instruments can be stored within the LIMS or attached to the test result so that they can be referenced in the future.
<b>M68</b>	The LIMS must ensure that all records (pictures, "final reports", test results, case data...) saved within the LIMS cannot be edited once the case or sample is finalized/completed, unless a history of all changes is automatically recorded within the LIMS.
	<b>19. Software Compatibility Requirements (based on current network)</b>
<b>M69</b>	The LIMS must be compatible with the current CBSA network - see Annex A - Appendix F
<b>M70</b>	The software must support a laboratory of 120 employees and approximately 250 laboratory clients. These employees could all need access to the LIMS using a unique login. It is estimated that the laboratory will have need of approximately 50 Concurrent User licenses for laboratory personnel and approximately 10 Concurrent User licenses for laboratory clients. The number of users and/or Concurrent Users must be capable of changing with the size of the laboratory - (see Annex B for costing)
<b>M71</b>	The LIMS must provide a way for external laboratory clients and remote users to access the LIMS without having any LIMS specific software installed on their computer.
<b>M72</b>	A user must be capable of running multiple logins to the LIMS from multiple workstations.
<b>M73</b>	The LIMS must allow the laboratory client to specify a time where the user will be logged out of the LIMS automatically, if the program is not been actively used.
	<b>20. System Performance</b>
<b>M74</b>	The LIMS must be flexible with respect to navigating the various screens throughout the analysis.
	<b>21. ISO 17025</b>
<b>M75</b>	The LIMS must offer functionality to facilitate compliance with the technical requirements of ISO 17025. This includes: <ul style="list-style-type: none"> <li>- Personnel training and authorization;</li> <li>- accommodation and environmental conditions;</li> <li>- control of data;</li> <li>- documentation of methods and procedures;</li> <li>- equipment maintenance and control (verification of performance);</li> <li>- measurement traceability;</li> <li>- Assuring the quality of test and calibration results;</li> <li>- Reporting and amending a report;</li> <li>- the handling of test and calibration items.</li> </ul>
	<b>22. Integrated Development Environment</b>
<b>M76</b>	The LIMS must come with an integrated development environment (IDE) to allow changes to the LIMS. CBSA must have full access (DBA / ADMIN) to the database, including tools. The LIMS must have a development environment and a production environment and a way to deploy the developments into production.
<b>M77</b>	The LIMS must provide a way for an authorized CBSA employee to configure the LIMS to meet changing laboratory demands. For example - configuring new request/sample types and the information collected for each request type, as well as adding new equipment, employees, chemicals and tests.

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### TABLE B - RATED REQUIREMENTS

The Software Solution must meet all the following rated requirements to the extent proposed in the Contractor's bid;

ITEM NO	REQUIREMENT	Weighted Score by Importance to CBSA	MAXIMUM SCORE Total Possible
	<b>3. Case and Sample Entry</b>		
R1	For large cases with many samples, the LIMS should provide a way of efficiently entering many similar samples. For example- a table where data fields can be filled down or copied and pasted into data fields for other samples. <b>Criteria:</b> 0 - Not met 2 - Partially met 4 - Met	1	4
R2	The LIMS should be able to store the address of laboratory clients and the name and personal information of the laboratory clients who works at that location. <b>Criteria:</b> 0 - Not met 2 - Partially met 4 - Met	1	4
R3	The name and address of laboratory clients can be easily searched and retrieved, for when the laboratory client submits future samples for analysis. <b>Criteria:</b> 0 - Not met 4 - Partially met	1	4
	<b>5. Data Entry and Configuration</b>		
R4	Data can be extracted from the instrument data files and then be viewed/graphed within the LIMS. <b>Criteria:</b> 0 - Not met 2 - Partially met 4 - Met	1	4
R5	The LIMS should provide a way to associate a test with a particular sample type (or sample types), so that when tests are to be assigned to a sample, they can be selected from the list of available tests for that sample type. <b>Criteria:</b> 0 - Not met 4 - Met	1	4
R6	The LIMS should provide a way to automatically assign a test to all samples created of a specific sample type. <b>Criteria:</b> 0 - Not met 4 - Met	1	4
	<b>6. Workload Management</b>		
R7	The LIMS should provide a way to sort the items displayed in Workload Management Mandatory specifications <b>M61</b> and <b>M62</b> by:	3	12

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	<ul style="list-style-type: none"> <li>- the age of the sample (from data received);</li> <li>- days until sample due date (date sample is due to be returned to laboratory client); or</li> <li>- by the time equipment has been waiting for maintenance</li> </ul> <p><b>Criteria for all:</b> 0 - Not met 2 - Partially met 4 - Met</p>		
<b>R8</b>	<p>The LIMS should support:</p> <ul style="list-style-type: none"> <li>- individually configurable datascreens which display items selected by the user, such as: the status of specific equipment, a list of test results ready to review/approve, a list of training requirements that are to be completed and/or a list of samples assigned to the employee.</li> <li>- This datascreen can also be configured to provide notification of changing events- such as specific equipment being unavailable or a sample being due within a specified number of days. Once configured the information is available (saved) every time the user logs into the LIMS.</li> </ul> <p><b>Criteria for each:</b> 0 - Not met 2 - Partially met 4 - Met</p>	2	8
<b>Supporting Documentation</b>			
<b>R9</b>	<p>The LIMS should be able to display Standard Operating Procedures, known as Quality System Procedures (QSPs) and Instructions (QSIs) , related to a sample analysis through the LIMS. The Quality Documents can be saved within the LIMS or linked to another location.</p> <p><b>Criteria:</b> 0 - Not met 4 - Met</p>	1	4
<b>R10</b>	<p>The LIMS should be able to record the version of the QSP or QSI used to do a test.</p> <p><b>Criteria:</b> 0 - Not met 4 - Met</p>	1	4
<b>R11</b>	<p>The LIMS should be able to track the review dates for QSIs and QSPs (R) and send a reminder to a designated employee(s) as the document review date approaches.</p> <p><b>Criteria:</b> 0 - Not met 2 - Partially met 4 - Met</p>	1	4
<b>R12</b>	<p>The LIMS should accept general reference material (pdf of WORD documents) that can be stored within the LIMS and searched using a indexed text search similar to the requirements of section 11 Query - Employee of Mandatory requirements</p> <p><b>Criteria:</b> 0 - Not met 4 - Met</p>	1	4
<b>R13</b>	<p>Once specified/reference documentation is added to the LIMS, a user should not be able to modify it in any manner.</p> <p><b>Criteria:</b> 0 - Not met 4 - Met</p>	1	4

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	<b>7. Equipment</b>		
<b>R14</b>	When equipment maintenance is coming due, the LIMS should be able to send the notification of upcoming maintenance a specified amount of time before the maintenance is due. <b>Criteria:</b> 0 - Not met 2 - Partially met 4 - Met	1	4
<b>R15</b>	The LIMS should be able to maintain a record of all Proficiency Testing that has been completed for a particular test. This includes recording any statistics that were provided with the proficiency testing results (for example- Z-score, % deviation). <b>Criteria:</b> 0 - Not met 2 - Partially met 4 - Met	1	4
<b>R16</b>	The user should be able to create a sample sequence (including standards, blanks and controls) within the LIMS and upload this information to the laboratory instrument (for example- Agilent GC, Agilent GC/MS, Dionex ICS-3000, Agilent LC-MS (triple quad), Perkin-Elmer Sciex ICP-MS Elan DRC.). <b>Criteria:</b> 0 - Not met 2 - Partially met 4 - Met	1	4
	<b>8. Report Writing</b>		
<b>R17</b>	The LIMS should be able to create the content of the "final case report" by adding references to previously completed cases included as an attachment, with narrative. <b>Criteria:</b> 0 - Not met 4 - Met	1	4
<b>R18</b>	The LIMS should be able to email the "final case report" to the laboratory client. <b>Criteria:</b> 0 - Not met 4 - Met	1	4
<b>R19</b>	For ease of reporting- the LIMS should be able to combine the "final reports" of two or more samples (within a case) into one "final case report". <b>Criteria:</b> 0 - Not met 4 - Met	1	4
	<b>11. Query- Employee</b>		
<b>R20</b>	The LIMS should be able to combine a search of information within the LIMS (test results, sample and case entry data) with an index text search of sample reports and provide a list of samples that meet the search criteria. <b>Criteria:</b> 0 - Not met 4 - Met	3	12
<b>R21</b>	An employee should be able to export the results of a query (see	2	8

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	Mandatory Specification <b>M47</b> ) to Microsoft Excel or graph and chart the results within the LIMS and/or print the query results. (For example charting the results over time) <b>Criteria:</b> 0 - Not met 2 - Partially met 4 - Met		
<b>R22</b>	Employees should be able to search for images saved within the LIMS by searching key words (that were saved to describe the image) and/or metadata associated to the image. <b>Criteria:</b> 0 - Not met 2 - Partially met 4 - Met	1	4
	<b>12. Query- Laboratory client</b>		
<b>R23</b>	The LIMS should be able to allow specific laboratory clients (with the required access) to approve or reject casework, in a manner similar to when a manager would approve the casework. (see M38) <b>Criteria:</b> 0 - Not met 4 - Met	3	12
	<b>13. Chemical Inventory</b>		
<b>R24</b>	The LIMS should be able to allow the user to specify a minimum quantity of a chemical that should be present at the laboratory. Using the minimum quantity, the LIMS should provide a way to notify a specified user that it is time to reorder the chemical. <b>Criteria:</b> 0 - Not met 2 - Partially met 4 - Met	2	8
	<b>14. Employees</b>		
<b>R25</b>	The LIMS should be able to record the training history and authority of the employees to complete specified tests. <b>Criteria:</b> 0 - Not met 2 - Partially met 4 - Met	3	12
<b>R26</b>	Based on the training history and/or authority of an employee, the LIMS should be able to prevent an employee from entering test results for a test that they are not authorized to complete. <b>Criteria:</b> 0 - Not met 4 - Met	3	12
<b>R27</b>	The LIMS should be able to track when training/recertification is required for an employee on a particular test. <b>Criteria:</b> 0 - Not met 4 - Met	1	4
<b>R28</b>	The LIMS should be able to maintain a record of Proficiency Testing that has been completed by an employee. This includes recording any statistics that were provided with the proficiency testing results (for example- Z-score, % deviation). <b>Criteria:</b>	1	4

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0 - Not met 2 - Partially met 4 - Met		

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**ANNEX A - Appendix A  
Data to be migrated from LASS to New LIMS**

**Request types for data migration to the new LIMS and approximate number of samples**

Contraband- 20000  
Customs- 25000  
LabFacts- 5000  
Investigations- 1000  
Other Inquiry- 300  
Formula Cards - 10000  
Seized Tobacco- 12000  
Seized Spirits- 2000  
Document Analysis- 1000  
Excise- 1500

**Information to be migrated to the New LIMS for all Request types:**

Laboratory Case Number, Laboratory Sample Number, Request/Case Type, Employee,  
Date of request completion, date of sample completion, Approver  
Workcard- one for each sample- Microsoft WORD document (Office 2003)

- Workcard is used to store test results for the sample
- See Annex A, Appendix E- Sample Workcards for some examples
- The test results embedded within the workcard will not be transferred directly to the new LIMS

Final Case Report (with cover page), Sample Report

- Microsoft WORD documents (Office 2003)
- See Annex A, Appendix D- Sample Reports

Files related to case- pictures, instrument files, scanned/reference documents

- a folder is created on the network for each case number created with the lass LIMS

**Request Type Specific Data Fields to be migrated to the New LIMS**

**Contraband Case Data Fields-**

- Urgent- Checkbox
- Date received
- Date on request
- Laboratory client Transaction/Case No.
- Requester name
- Requester address
- Sample- Included- check box
- Sample- Return- check box
- Instructions to Admin- unformatted text
- Request Text- unformatted text only

**Contraband Sample Data Fields-**

- Product name,
- Alternate name
- Date received
- Date required
- Requester's sample number
- Termatrex for Sample-
  - ◆ National Customs Ruling,
  - ◆ Work performed by another analyst
  - ◆ Literature Only

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif. 019ee	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

- Courier Information-
  - ◆ Courier In- Date, Courier, ID
  - ◆ Courier Out- Date, courier, ID
- Comments- unformatted text

**Customs, LabFacts, Other Inquiry and Investigations Case Data Fields-**

- Case type (Customs)
- Urgent- Checkbox
- Date received
- Laboratory client Transaction/Case No.
- Date on request
- Requester name
- Requester address
- Status- Appeal- check box
- Sample- Included- check box
- Sample- Return- check box
- Literature- Attached- check box,
- Literature- Return Literature- check box
- Manufacturer and Importer Information
  - ◆ Name, P.O. Box, Street, City and Province, Country, Postal Code
- Request Text- unformatted text only

**Customs, LabFacts, Other Inquiry and Investigations Sample Data Fields**

- Product name, Alternate name
- Date received
- Date required
- Tariff Item Number Entered
- Lab Tariff Classification Number
- Lab Alternate Tariff Classification Number
- Requester's sample number
- Previous lab number
- Termatrex for Sample-
  - ◆ National Customs Ruling,
  - ◆ Work performed by another analyst
  - ◆ Literature Only
- Courier Information-
  - ◆ Courier In- Date, Courier, ID
  - ◆ Courier Out- Date, courier, ID
- Comments- unformatted text

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif. 019ee47064-139453	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

**Figure- screen shot from LASS**

**Formula Card Case Specific Data Fields-**

- Urgent- Checkbox
- Date received
- Laboratory client Transaction/Case No.
- Date on request
- Requester name
- Requester address
- District- Name- pull down menu
- Sample- Attached- check box
- Formula Card- Sent Separately- check box
- Licensee
  - ◆ Name, Business Number, Street, P.O. Box, City, Province, Postal Code, Phone, Fax, Contact, contact email
- Request Text- unformatted text only

**Formula Card- Sample Specific Data Fields**

- Date received
- Date required
- Formula Sample- Date received
- Formula Number- (automatically assigned a sequential number specific to formula cards)
- Name
- General- Approval Condition, Licensee, Business No, District, % Alcohol, By (vol/mass), Net Packaged Quantity, Qty of Finished Preparation
- Ingredients (Table)- one line for each ingredient with information below
  - ◆ Ingredient Name, Alc%, Mass/Volume, Volume Quantity, Litres/Millilitres, Mass Quantity, Kilograms/Grams
- Production Guide- unformatted text
- Note to Region- unformatted text
  - ◆ Includes dispute text
- Courier Information-
  - ◆ Courier In- Date, Courier, ID
  - ◆ Courier Out- Date, courier, ID
- Comments- unformatted text
- Approval date or date rejected

**Figure- screen shot from LASS**

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif. 019ee47064-139453	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

**View Request Data**

Case No 169827 Formula card

Urgent Date Received 2011-09-09

Requester  Transaction/Case No

Address  Date on Request 2011-09-07

District  **Sample**  
 Attached **Formula Card**  
 Sent Separately

**Licensee**

Name

Business No

Street

PO Box/Building

City

Province  Postal Code

Contact  Phone

Contact Email  Fax

Request Text

**Figure- screen shot from LASS**

**LASS Main Window (database: lassprod, user: CWF)**

File Edit View Request Work Reports Tools Environment Window Help

Update Save As... Print Delete Refresh Select All Sort Close Request Sample Workcard Analyst Rpt Final Report

Samples for Request : 169891

Sample No  Date Received 2011-09-15 Date Required 0000-00-00 **Formula Sample**  
Date Received 0000-00-00

**Formula Card**

Formula No  Name:

**General** | Ingredients | Production Guide | Note to Region

Approval Condition

Licensee

Business No  District

Qty of Finished Preparation  % Alcohol  By

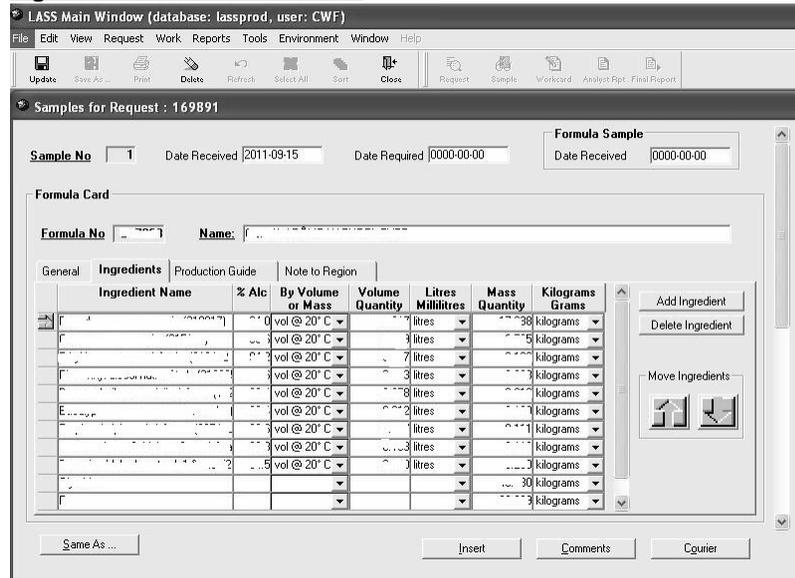
Net Packaged Quantity

Formulation to be Cancelled

Formula No  Verification  To Be Cancelled

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif. 019ee47064-139453	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

**Figure- screen shot from LASS**



**Seized Tobacco or Seized Spirits Case Specific Data Fields-**

- Urgent- Checkbox
- Date received
- Date on request
- Laboratory client Transaction/Case No.
- Requester name
- Requester address
- Project Name
- Seized By- Name, Address (3 lines), Postal Code
- Seized From- Name, Address (3 lines)
- Request Text- unformatted text only

**Seized Tobacco or Seized Spirits Sample Specific Data Fields**

- Product name,
- Alternate name
- Date received
- Date required
- Requester's sample number
- Termatrex for Sample-
  - ◆ National Customs Ruling
  - ◆ Work performed by another analyst
  - ◆ Literature Only
- Courier Information-
  - ◆ Courier In- Date, Courier, ID
  - ◆ Courier Out- Date, courier, ID
- Comments- unformatted text

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

**Figure- screen shot from LASS**

**Document Analysis Case Specific Data Fields**

- Urgent- Checkbox
- Date received
- Date on request
- Laboratory client Transaction/Case No.
- Requester name
- Requester address
- Project Name
- Request Text- unformatted text

**Document Analysis Sample Specific Data Fields**

- Product name,
- Alternate name
- Date received
- Date required
- # of Questioned Documents
- # of known documents
- Previous Lab No.
- Termatrex for Sample-
  - ◆ National Customs Ruling
  - ◆ Work performed by another analyst
  - ◆ Literature Only
- Courier Information-
  - ◆ Courier In- Date, Courier, ID
  - ◆ Courier Out- Date, courier, ID
- Comments- unformatted text

**Excise Case Specific Data Fields**

- Urgent- Checkbox
- Date received
- Laboratory client Transaction/Case No.
- Date on request
- Requester name
- Requester address

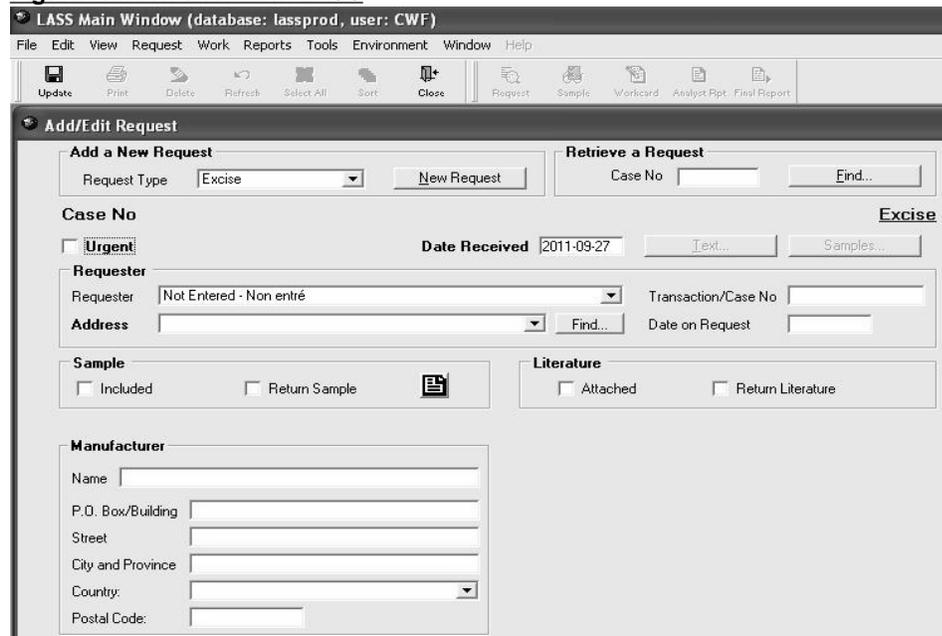
Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif. 019ee	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

- Sample- Included- check box
- Sample- Return- check box
- Literature- Attached- check box,
- Literature- Return Literature- check box
- Manufacturer and Importer Information
  - ◆ Name, P.O. Box, Street, City and Province, Country, Postal Code
- Request Text- unformatted text only

**Excise Sample Specific Data Fields**

- Product name,
- Alternate name
- Date received
- Date required
- Requester's sample number
- Termatrex for Sample-
  - ◆ National Customs Ruling
  - ◆ Work performed by another analyst
  - ◆ Literature Only
- Courier Information-
  - ◆ Courier In- Date, Courier, ID
  - ◆ Courier Out- Date, courier, ID
- Comments- unformatted text

**Figure- screen shot from LASS**



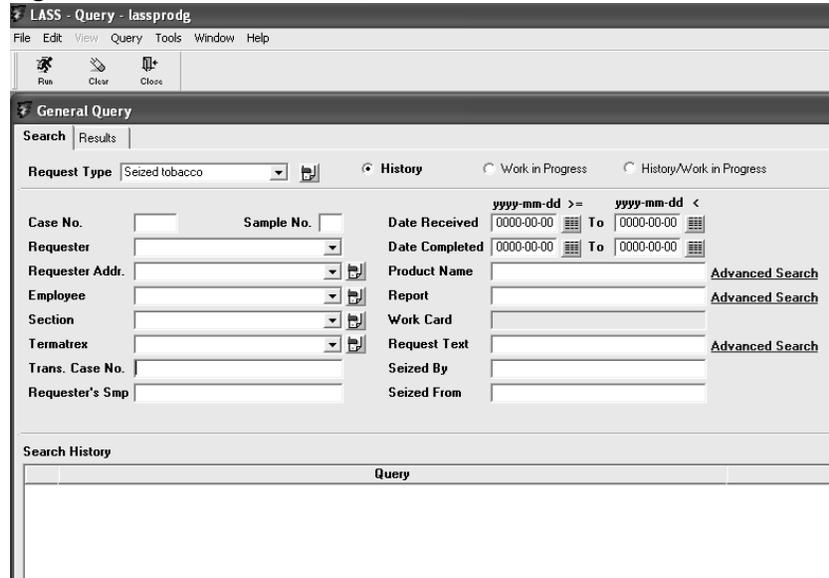
Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

## ANNEX A - Appendix B Employee Query

### Example- Seized Spirit or Tobacco Employee Sample Query Parameters

- Sample type (seized spirits, seized tobacco)
- Case Status- History (completed), Work in Progress, Both (all cases)
- Case number
- Sample number
- Requester
- Requester address
- Employee (analyst)
- Section
- Termatex
- Trans. Case No.
- Requester's Sample Number
- Date received (enter range)
- Date completed (enter range)
- Product name (text search)-
- Advanced Search with: and/or, excluding report (text search)
- Advanced Search with: and/or, excluding Request text (text search)
- Advanced Search with: and/or, excluding Seized By (text search)
- Seized From (text search)

**Figure- screen shot from LASS**



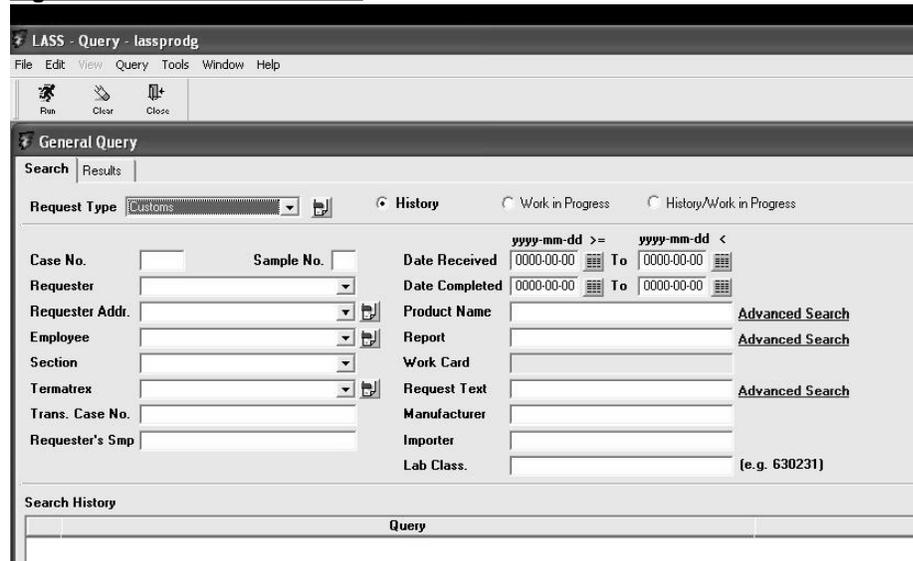
### Example- Customs Employee Sample Query Parameters

- Sample type (customs, investigations...)
- History, Work in Progress, Both
- Case number
- Sample number
- Requester
- Requester address
- Employee (analyst)
- Section (Alcohol/ Tobacco, Textiles...)
- Termatex

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

- Trans. Case No.
- Requester's Sample Number
- Date received (enter range)
- Date completed (enter range)
- Product name (text search)-
- Advanced Search with: and/or, excluding report (text search)
- Advanced Search with: and/or, excluding Request text (text search)
- Advanced Search with: and/or, excluding Manufacturer (text search)
- Importer (text search)
- Lab Classification Number- (query using contains and starts with)

**Figure- screen shot from LASS**



Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
47064-139453/A		019ee
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
1000309453	019ee47064-139453	

**ANNEX A - Appendix C**  
**Equipment for new LIMS connection**

Agilent 6890N GC  
Agilent 6890N GC with 5973 MS  
Agilent 7890A GC  
Agilent 7890 A GC with 5975C MS  
Agilent 6890GC with 5975B MS  
Agilent 7890 A GC with DiscovIR Detector (Spectra Analysis)  
Agilent 6410 Triple Quad LC/MS  
Varian CP3800 GC  
Dionex ICS-3000  
Thermo Nicolet 370 FT-IR  
Thermo Nicolet 330 FT-IR  
Thermo Scientific Nicolet 6700 FT-IR with NXR- FT-Raman Module  
Perkin-Elmer Sciex IC 2000128124P-MS Elan DRC-e  
Bruker Ultrashield Plus 400 MHz NMR

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

## ANNEX A - Appendix D Sample Reports

### Example 1- Sample of the Cover Page for a Seized Tobacco Case with 15 samples

The template for Information on the cover page will depend on the sample type. All items inside square brackets are to be completed automatically by extracting data from the LIMS

### LABORATORY REPORT - RAPPORT DE LABORATOIRE

**Laboratory Number:** [xxxxxx]-[001/015]  
**Numéro de laboratoire:**

**Date Reported:**  
**Date du rapport:** [xxxx/xx/xx]

**Request information:**  
**Information sur la demande:**

**Reference:**  
**Référence:** [xxxx]

**Seized by:**  
**Saisi par:** [xxx]

**Seized from:**  
**Saisi de:** [xxxx]

**Requester:**  
**Demandeur:** [xxxx]

Science and Engineering Directorate, 79 Bentley Avenue, Ottawa, Ontario, K2E 6T7	Direction des sciences et de l'ingénierie, 79 avenue Bentley, Ottawa, Ontario, K2E 6T7
---	---

Footer on page-

Lab No/ No de labo: [xxxxxx]-[001/015]	Page [1 of x]
--	---------------

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif. 019ee	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

**Example 2- Sample of a Seized Tobacco Report**

A template is used with the information provided below, including the page footer. Items in square brackets are currently added manually, but where applicable, they should be added automatically with the new LIMS, by extracting data from the LIMS, by extracting previously entered information.

**CERTIFICATE OF ANALYSIS**

**[SAMPLE NUMBER]      [SAMPLE NAME]**

I, [Name], the undersigned, hereby certify the information below.

I am an analyst as defined in Section 2 of the Excise Act, 2001.

This sample was delivered on the [x]th day of [Month] [year] at the Science and Engineering Directorate by [messenger service], tracking number [xxxx].

This sample was sealed in a plastic bag, numbered [xxxx], bearing the following information:

[xxxx]

This sample consists of a carton, labelled [xxx], containing [xx] packages of cigarettes. Each package contains [xx] cigarettes. The cigarettes contain a brown fibrous material. The brown fibrous material was physically examined and chemically analyzed and found to be manufactured tobacco as defined in the Excise Act, 2001.

I further certify that this Certificate of Analysis is true to the best of my skill and knowledge.

Dated this ..... day of ..... 201... at 79 Bentley Avenue, Ottawa, in the Province of Ontario.

.....  
 [Name]  
 Agency Analyst  
 Alcohol and Tobacco Section  
 Science and Engineering Directorate  
 Tel: (613) [xxx-xxxx]  
 Fax: (613) 952-7825

Footer on page-

Lab No/ No de labo: [xxxxxx]-[xxx/xxx]	Page [x of x]
--	---------------

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

**Example 3- Sample Customs Report**

Only the information in square brackets and the footer on the page are created using the template. The body of the report is written on a sample by sample basis. Text often needs to be formatted (bold, underline, bullets, numbers, indented) and images are often added to the report.

**[Sample Number]**

**[Sample Name]**

The sample received is a piece of a translucent, flexible, grey tinted sheet of plastic (with a thickness of x mm), composed of a compounded polymer of vinyl chloride containing more than x % by weight of plasticizers.

With respect to your remark, based on the examination of the sample, the imported product would meet the technical requirements of legal Note x to Chapter x of the Customs Tariff.

An image of the sample is attached.

[image]

Footer on page-

Lab No/ No de labo: [xxxxxx]-[xxx/xxx]	Page [x of x]
--	---------------

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

**Example 4- Sample of a Formula Card report**

Note: Items in square brackets (and the ingredients table) are added automatically to the report by extracting data from the LIMS.

Formulation Number Numero de la preparation	xxxxx
--	-------

**Formulation - Under the Excise Act 2001  
Preparation - En vertu de la loi de 2001 sur l'accise**

Name of Formulation:  
Nom de la preparation: [Xxxx]

Approval Conditions:  
Conditions d'approbation: [xxxxx]

Date of Approval:  
Date d'approbation: [xxxx]

Name and Address of Licensee:  
Nom et adresse du detenteur de licence: [xxxxx]

Business Number:  
Numero d'entreprise: [xxxxxx]

% Absolute Ethyl Alcohol in the Preparation: [x]% by volume @ 20° C  
% d'alcool ethylique absolue de la preparation: [x]% par volume @ 20° C

Net Package Quantity: [x]  
Quantite nette de la preparation empaquee:

Quantity of Finished Preparation: [x] mL  
Quantite de la preparation finie:

Formulation Number Numero de la preparation	xxxxx
--	-------

**Quantity of Each Ingredient Used in the Preparation  
Quantite de chaque ingredient utilise dans la preparation**

Name of Ingredients Nom des ingredients	% Alcohol Titre alcoometrique	Quantity - mass Quantité - masse	Quantity - volume Quantité - volume		
x				x	
				g	
x					x
					ml
x					x
					ml

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif. 019ee47064-139453	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

**Production Guide**  
**Guide de production**

[xxxxxxxxxxxxxxxxxxxx]

**ANNEX A - Appendix E**  
**Sample Workcards**

Example 1- Sample of a Customs Workcard

Note- All information is typed/added by the chemist responsible for the sample

**Sample Number                      Sample Name**

- **QUERY**
  - ◆ Searched "xxxxx" in database
  - ◆ Match details provided
  
- **LITERATURE PROVIDED**
  - ◆ MANUFACTURER - xxxx
  - ◆ Data Information Sheet
    - ◆ DESCRIPTION
      - ◆ Xxx
  - ◆ APPLICATIONS
    - ◆ xxxx
  
- **ANALYSES SUMMARY**
  - ◆ PHYSICAL DESCRIPTION OF THE SAMPLE
    - ◆ Xxxxx
    - ◆ Xxxxxx
  
  - ◆ INFRARED ANALYSES- As per QSI-XXX-XXX
    - ◆ ATR - (001 atr surface1) -
      - ◆ xxxxxxxxxxxxxxxx
    - ◆ ATR - (001 atr surface2) -
      - ◆ xxxxxxxxxxxxxxxx

Insert jpg files- ATR spectra from instrument with a comparison to a reference

- KEYENCE MICROSCOPE - As per QSI-XXX-XXX

Insert jpg files- images from microscope

- Conclusions from analysis completed

xx

- CLASSIFICATION OPINION

- ◆ xxxxxxxxxxxxxxxx

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

Example 2- Sample of a Seized Tobacco Workcard

**Sample Number                      Sample Name**

This sample was sealed in a plastic evidence bag bearing the following information:  
XXXXXX

This sample is composed of XX

**SAMPLE PHOTO'S**

Inserted Jpg files of sample from camera/scanner

**SAMPLE WORKSHEET**

Inserted pdf file - (data collection worksheet-data collected in lab and recorded on a paper worksheet)

**SAMPLE ANALYSIS**

As per QSI-XXX-XXX

(Currently, results are extracted from instrument data files using a macro in Excel and transferred to the workcard- only one analysis example is shown in sample workcard)

(The data extraction and the calculations would be done in the new LIMS)

	Moisture	10				Extracted weight	
					Sample	Weight	Dry Weight
					xxxxxx-xxx a	0.0524	0.04716
					xxxxxx-xxx b	0.048	0.0432
					xxxxxx-xxx c	0.0529	0.04761
		Compound A		Compound B		Compound C	
Sample	Dry Weight	ug/ml	mg/g	ug/ml	mg/g	ug/ml	mg/g
xxxxxx-xx xa	0	729.2494	15.46	19.63654	0.42	1.416623	0.03
xxxxxx-xx xb	0.0432	735.1574	17.02	18.80906	0.44	1.40562	0.03
xxxxxx-xx xc	0.04761	723.745	15.20	19.31235	0.41	1.39025	0.03
Average		729.384	15.89	19.25265	0.42	1.641869	0.03
Std Dev		5.70738	0.98	0.416956	0.02	0.413188	0.00
	Average (mg/g tabac)						
	Compound d A	15.89					
	Compound d B	0.42					

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

	Compound d C	0.03					
--	-----------------	------	--	--	--	--	--

**CONCLUSIONS FROM ANALYSIS**

xxxxxx

Solicitation No. - N° de l'invitation

47064-139453/A

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

1000309453

Amd. No. - N° de la modif.

File No. - N° du dossier

019ee47064-139453

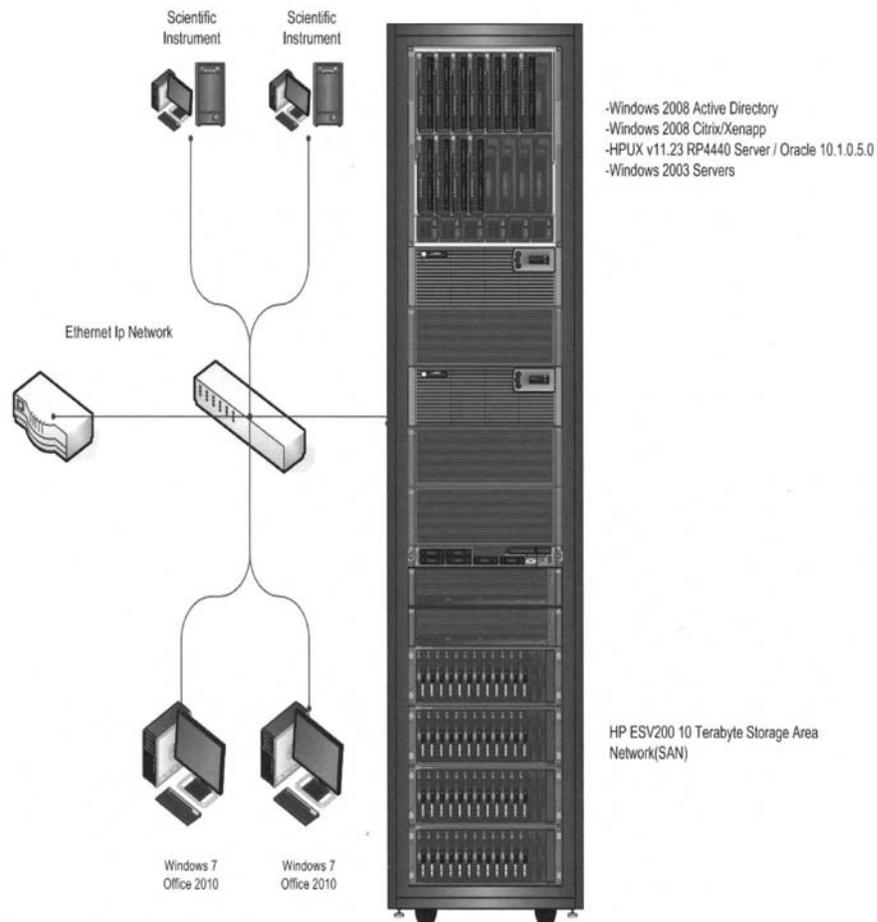
Buyer ID - Id de l'acheteur

019ee

CCC No./N° CCC - FMS No./N° VME

## ANNEX A - Appendix F CBSA Network Information

Note- CBSA is in the process of updating its version of Oracle.



Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif. 019ee47064-139453	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

## **ANNEX A - Appendix G Current Typical Sample Analysis Process**

This is a generic sample analysis process that is followed (more or less) for the analysis of most sample types (including contraband, seized spirits, seized tobacco, excise and customs samples). Other sample types may follow a slightly different analysis process (document analysis, formula cards)

### **Case/Sample Entry**

- Most cases are delivered to the CBSA lab by courier and received by the sample room clerk.
- Samples are placed in a proper storage location and entered into the LIMS by sample room clerk or an administrative person
- Request Type is selected for the case
  - ◆ see Appendix A of Specification for the different Request Types used
- Based on the type of sample (Request Type selected), various data is entered about the case
  - ◆ see Appendix A of Specifications for items entered for each Request Type
- A case number is assigned (sequential 6 digit number-AAAAAA) to the case
  - ◆ Once the case number is created a folder on the common network drive is created to store all files related to the case.
- Samples are entered under the case number (three digit number (BBB) sequential number added to case number)
  - ◆ Sample number is AAAAAA-BBB for example 123456-001.
- The original paper request for analysis is given to the manager of the appropriate laboratory section.

### **Case/Samples assigned to section and chemist**

- Using the original paper request the manager verifies the request is entered properly in LASS
- The manager assigns the sample to a chemist in their section for analysis (in LASS) and gives the paper request to the chemist
- The chemist retrieves the samples from storage
- The chemist examines the request and samples and determines an analysis approach based on the questions asked by the laboratory client and the sample submitted
  - ◆ What sample preparation will be done
  - ◆ What instrumental analysis will be done

### **Chemist enters data in workcard (see Annex A, Appendix E)**

- For analysis and sample preparation done by the chemist, results of the analysis will be recorded directly in the sample workcard (see Specifications Section 5- data entry and configuration)
  - ◆ Word document in LASS for each sample
- In the workcard the chemist may also record other information, such as a description of the sample
- For specific sample types, paper forms are also completed (with pen).
  - ◆ When the analysis is complete these forms are scanned and saved in the workcard

### **Sample Query in LASS**

- To look at the results of previous samples, the chemist can query the sample database any time during the analysis process
  - ◆ See Annex A, Appendix B of Specifications for what the Employee can Query

### **Chemist requests analysis by technician**

- For sample preparation and analysis that is done with the aid of a technician, the chemist will request the sample analysis in LASS (for each sample)
  - ◆ Request instructions are generally by instrument type- e.g. NMR
  - ◆ Instructions are typed into LASS (optional) about what method to run
    - ◆ Instructions to the technologist

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### **Technician Analyses the Sample**

- After receiving a request for analysis, the technician will obtain the sample and analyse it according to the prescribed method
  - ◆ This may included additional sample preparation/extraction steps
- For analysis by a manual instrument (pH, viscosity) with simple numeric results,
  - ◆ the results can be entered directly in LASS
- For complex instrumental analysis (GC, LC, NMR, XRD),
  - ◆ The data file is transferred manually to the case folder on the network and a paper copy of the results are given to the chemist (normally)
  - ◆ See list of equipment used at the CBSA lab in Appendix C of the Specifications
- The technician formally completes the analysis in LASS
  - ◆ Indicating instrument used and date work was competed

### **Chemist Analyses the Results from Technician**

- Using computer based software, the chemist will analyse and interpret the results obtained from the instrumental analysis. The chemist will then record these results (or a summary of them) in the sample workcard
  - ◆ Macros can be used to calculate results
  - ◆ Results/Conclusions from the instrumental analysis are made
- Test results are not entered directly into the except through the workcard.

### **Report is written by the chemist**

- After obtaining the results from multiple analysis methods the chemist will write a formal report for each sample
  - ◆ Each sample report will be given a common header with the sample name and number
  - ◆ Reports can be generated using templates or from scratch
    - see Annex A, Appendix D of Specifications for examples of sample reports
- Once the chemist has recorded all the necessary observations and results in the workcard and completed the reports the case is completed in LASS

### **Case is approved (if necessary)**

- At any time during the analysis process the section manager or other designated employees (including the chemist) can add an approval to the sample
- Once the chemist has completed the case it is sent to all the people that were added to the sample as an approver
- The approver can access all the information about the sample and release the case for printing and sending to the laboratory client
  - ◆ If the sample is reject, it is returned to the chemist for further analysis or improvements

### **Report is printed, signed and sent to laboratory client**

- Once all approvals are complete for every sample in a case, the case is sent for printing.
- An administrative person will print a cover page for the case (with case information previously entered) and all the sample reports associated with the case in one large final case report
- The administrative person will then print the report and it will be signed by the chemist
  - ◆ A signature block is typically added to each sample report in the final report
- After signing, the sample is mailed (and possibly emailed) to the laboratory client

### **Archive the data/case**

- Once the case is returned to the laboratory client all of the case data is archived in the database, so that it can be search and referenced in the future
- All paper printouts and manual forms completed during the sample analysis are saved in a file folder and stored for future reference.

### **Chain of Custody/ Equipment Maintenance/Supplies/ Employee Training records**

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1000309453	019ee47064-139453	

- These items are not part of the
- These items are maintained on paper forms or through other software
- Chain of custody in LASS for some samples (last year)

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## **ANNEX A - Appendix H Typical Formula Card Analysis Process**

This is a generic sample analysis process that is followed (more or less) for the analysis of formula card samples.

### **Case/Sample Entry**

- Most cases are delivered to the CBSA lab by courier and received by the sample room clerk.
- Samples are placed in a proper storage location and entered into the LIMS by an administrative person
- Request Type is selected for the case- Formula Cards
- Various data is entered about the case
  - ◆ see Appendix A of Specifications for items entered for Formula Card Request Type
- A case number is assigned (sequential 6 digit number-AAAAAA) to the case
  - ◆ Once the case number is created a folder on the common network drive is created to store all files related to the case.
- Samples are entered under the case number
  - ◆ Each sample is assigned a three digit number (BBB) sequential number added to case number)
    - ◆ Sample number is AAAAAA-BBB for example 123456-001.
  - ◆ For each sample entered- a list of all ingredients for the proposed Formula Card and the amount of each ingredient is also entered by admin
  - ◆ The Formula Card production instructions are also recorded (text)
  - ◆ A unique 6 digit number is automatically assigned to each formula card
    - ◆ Sequential number- unique to formula card cases
- The original paper request for analysis is given to the manager of the section.

### **Case/Samples assigned to section and chemist**

- The manager assigns the sample to a chemist for analysis (in LASS) and gives the paper request to the chemist
- The chemist retrieves the samples from storage
- The chemist examines the request and samples and determines an analysis approach based on the questions asked by the laboratory client and the sample submitted
  - ◆ What sample preparation will be done
  - ◆ What instrumental analysis will be done

### **Chemist enters data in workcard**

- For analysis and sample preparation done by the chemist, results of the analysis will be recorded directly in the sample workcard (see Specifications Section 5- data entry and configuration)
  - ◆ Word document in LASS for each sample
- In the workcard the chemist may also record other information, such as a description of the sample

### **Sample Query in LASS**

- To look at the results of previous samples, the chemist can query the sample database any time during the analysis process
  - ◆ See Appendix B of Specifications for what the Employee can Query

### **Chemist requests analysis by technician**

- For sample preparation and analysis that is done with the aid of a technician, the chemist will request the sample analysis in LASS (for each sample)
  - ◆ Request instructions are generally by instrument type- e.g. GC-MS
  - ◆ Instructions are typed into LASS (optional) about what method to run
    - ◆ Instructions to the technologist

### **Technician Analyses the Sample**

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- After receiving a request for analysis, the technician will obtain the sample and analyse it according to the prescribed method
  - ◆ This may included additional sample preparation/extraction steps
- For analysis by a manual instrument (pH, viscosity) with simple numeric results,
  - ◆ the results can be entered directly in LASS
- For complex instrumental analysis (GC, LC, NMR, XRD),
  - ◆ The data file is transferred manually to the case folder on the network and a paper copy of the results are given to the chemist (normally)
  - ◆ See list of equipment used at the CBSA lab in Appendix C of the Specifications
- The technician formally completes the analysis in LASS
  - ◆ Indicating instrument used and date work was completed

#### **Chemist Analyses the Results from Technician**

- Using computer based software, the chemist will analyse and interpret the results obtained from the instrumental analysis. The chemist will then record these results (or a summary of them) in the sample workcard
  - ◆ Results/Conclusions from the instrumental analysis are made
- Test results are not entered directly into the except through the workcard.

#### **Formula Card Recommendation**

- After obtaining the results from multiple analysis methods the chemist will make a recommendation to the laboratory client about the acceptability of the product
- After making a recommendation, the case is sent for internal approval (if needed)

#### **Internal Formula Card Approval (if necessary)**

- At any time during the analysis process the section manager or other designated employees (including the chemist) can add an approval to the sample
- Once the chemist has completed the case it is sent to all the people that were added to the sample as an approver
- The approver can access all the information about the sample and release the case for printing and sending to the laboratory client

#### **Laboratory client Approval of Formula Card**

- Once the chemist has made a recommendation and all internal approvals are completed the case it is sent to the laboratory client to approve the Formula Card.
- The laboratory client can access the Formula Card Report which includes the recommendation made by the lab
- Once the Formula Card is approved by the laboratory client it is completed
  - ◆ A final copy of the report is not signed by the lab and sent to the laboratory client

#### **Archive the data/case**

- Once the case is approved by the laboratory client all of the case data is archived in the database, so that it can be searched and referenced in the future

#### **Chain of Custody/ Equipment Maintenance/Supplies/ Employee Training records**

- These items are not part of the LASS
- These items are maintained on paper forms or through other software

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**ANNEX A - Appendix I  
CBSA Laboratory Overview**

CBSA employees with LASS access- approximate # of employees

Section	Direct ors	Manag ers	Chemi sts	Intruments Technologist s	Documen t Analysts	Administration/ Other	Comput er Scientis ts	Total Employees
Senior Managem ent	1					1		2
Analytical And Forensic Services Division	1	4	31	8	8	2		54
Applied R&D Division	1	3	3	3		3	4	17
Scientific Support/ Administ ration	1	1				12		14
<b>Total</b>	<b>4</b>	<b>8</b>	<b>34</b>	<b>11</b>	<b>8</b>	<b>18</b>	<b>4</b>	<b>87</b>

Note- the Analytical and Forensic Services Division is divided into 5 section: 1) Customs Analysis, 2) Contraband Analysis, 3) Forensic Document Analysis, 4) Instrument Technologists and Quality Assurance, 5) Alcohol and Tobacco Analysis

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**ANNEX B  
BASIS OF PAYMENT**

<b>TABLE 1 - INITIAL DELIVERABLES FIRM UNIT PRICE(S) FOR INITIAL LICENSED SOFTWARE AND SOFTWARE MAINTENANCE AND SUPPORT SERVICES FOR ONE (1) YEAR</b>					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>QTY</b>	<b>FIRM UNIT PRICE</b>	<b>EXTENDED PRICE</b>
1	For the delivery and the license to use the Licensed Software, in accordance with the terms and conditions of the Contract , by the specified number of Concurrent Users.	Concurrent User	5	\$	\$
2	For the provision of Software Maintenance and Support Services on the Licensed Software.	Concurrent User for 1 Year	5	\$	\$
Total:					\$

<b>TABLE 2 - OPTIONAL DELIVERABLES FIRM UNIT PRICE(S) FOR TRAINING, EQUIPMENT, ADDITIONAL CONCURRENT USERS, AND ADDITIONAL LABORATORY CLIENT CONCURRENT USERS</b> "Those options can be exercised any time during the Contract Period"					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>QTY</b>	<b>FIRM UNIT PRICE</b>	<b>EXTENDED PRICE</b>
1	Training of CBSA Staff at CBSA laboratory in Ottawa, Ontario (as described in section 7.21 of Part 7). *	Course	1	\$	\$
1	Training of CBSA Staff at the vendor location (as described in section 7.21 of Part 7) *	Course	1	\$	\$
<b>Equipment</b>					
2	Bar Code Readers, FOB destination	Each	20	\$	\$
3	Bar Code Printers, FOB destination	Each	10	\$	\$
<b>For Concurrent Users</b>					
4	Additional Concurrent Users of the Licensed Software. (Users 6-30)	Concurrent User	25	\$	\$
5	Additional Concurrent Users of the Licensed Software. (Users 31-60)	Concurrent User	30	\$	\$
6	Additional Concurrent Users of the Licensed Software. (Users 61 and over)	Concurrent User	as ordered**	\$	\$
<b>For Laboratory Client Concurrent Users</b>					
7	For access and use of the Licensed Software by Laboratory Client Concurrent Users (Users 1-10)	Laboratory Client Concurrent User	10	\$	\$

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8	Additional Laboratory Client Concurrent Users of the licensed software. (Users 11 - 20)	Laboratory Client Concurrent User	10	\$	\$
9	Additional Laboratory Client Concurrent Users of the licensed software. (Users 21 and over)	Laboratory Client Concurrent User	as ordered**	\$	\$
Total:					\$

TABLE 3 - OPTIONAL MAINTENANCE AND SUPPORT SERVICES										
ITEM NO.	DESCRIPTION	UNIT OF ISSUE	QTY	FIRM UNIT PRICE						
				1st Year of Contract	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5	Option Year 6
<b>For Concurrent Users</b>										
1	Software Maintenance and Support Services on the Licensed Software (Users 5)	Concurrent User for 1 Year	5	N/A (see Table 1, item 2)	\$	\$	\$	\$	\$	\$
2	Software Maintenance and Support Services on the Licensed Software (Users 6-30)	Concurrent User for 1 Year	25	\$	\$	\$	\$	\$	\$	\$
3	Software Maintenance and Support Services on the additional Concurrent User Licenses (Users 31-60)	Concurrent User for 1 Year	30	\$	\$	\$	\$	\$	\$	\$
4	Software Maintenance and Support Services on the additional Concurrent User Licenses (Users 61 and over)	Concurrent User for 1 Year	as ordered**	\$	\$	\$	\$	\$	\$	\$

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For Laboratory Client Concurrent Users										
5	Software Maintenance and Support Services on the additional Laboratory Client Concurrent User Licenses (Users 1-10)	Laboratory Client Concurrent User for 1 Year	10	\$	\$	\$	\$	\$	\$	\$
6	Software Maintenance and Support Services on the additional Laboratory Client Concurrent User Licenses (Users 11-20)	Laboratory Client Concurrent User for 1 Year	10	\$	\$	\$	\$	\$	\$	\$
7	Software Maintenance and Support Services on the additional Laboratory Client Concurrent User Licenses (Users 21 and over)	Laboratory Client Concurrent User for 1 Year	As ordered**	\$	\$	\$	\$	\$	\$	\$

**TABLE 4 - PROFESSIONAL SERVICES**  
**FIRM ALL INCLUSIVE PER DIEM RATES TO BE PROVIDED ON AN "AS AND WHEN REQUESTED BASIS"**  
**"As and when requested basis" Professional Services as detailed in Article 7.3 :** For the provision of professional services, all as detailed in this Contract, as and when requested by Canada, in accordance with an approved Task Authorization detailed in **Article 7.3.**

ITEM NO.	DESCRIPTION	FIRM PER DIEM RATE (A)	NO. OF DAYS FOR EVALUATION PURPOSES (B)	EXTENDED PRICE FOR EVALUATION PURPOSES (C) = (A x B)
<b>PROJECT MANAGER</b>				
1	Contract Year 1 - at CBSA	\$	25	\$
2	During Option Year 1 at CBSA	\$	15	\$
3	During Option Year 2 - at CBSA	\$	5	\$
<b>LIMS CONFIGURATION SPECIALIST</b>				
1	Contract Year 1 - at CBSA	\$	75	\$
2	During Option Year 1 - at CBSA	\$	50	\$
3	During Option Year 2 - at CBSA	\$	5	\$
<b>TEST ENGINEER/APPLICATION SPECIALIST</b>				
1	Contract Year 1 - at CBSA	\$	10	\$
2	During Option Year 1- at CBSA	\$	10	\$
3	During Option Year 2- at CBSA	\$	1	\$
<b>DATA TRANSFER EXPERT</b>				
1	Contract Year 1 - at CBSA	\$	35	\$
2	During Option Year 1 - at CBSA	\$	15	\$

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<b>TABLE 4 - PROFESSIONAL SERVICES</b>				
<b>FIRM ALL INCLUSIVE PER DIEM RATES TO BE PROVIDED ON AN "AS AND WHEN REQUESTED BASIS"</b>				
<b>"As and when requested basis" Professional Services as detailed in Article 7.3</b> : For the provision of professional services, all as detailed in this Contract, as and when requested by Canada, in accordance with an approved Task Authorization detailed in <b>Article 7.3</b> .				
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>FIRM PER DIEM RATE (A)</b>	<b>NO. OF DAYS FOR EVALUATION PURPOSES (B)</b>	<b>EXTENDED PRICE FOR EVALUATION PURPOSES (C) = (A x B)</b>
3	During Option Year 2 - at CBSA	\$	1	\$
FOR EVALUATION PURPOSES, THE SUM OF THE EXTENDED PRICE UNDER COLUMN (C) WILL BE USED TO CALCULATE THE TOTAL ASSESSED PRICE.				<b>Total:</b> \$

**[Note to Bidder:** Canada reserves the right to declare any bid non-responsive if any of the per-diem rates bid above increase or decrease by more than 5% per year, or are, at Canada's sole discretion, considered unreasonably high or unreasonably low.]

<b>TABLE 5 - TOTAL ASSESSED PRICE (TAP) FOR EVALUATION PURPOSES</b>			
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>FORMULA</b>	<b>TOTAL PRICE</b>
1	TABLE 1 - FIRM UNIT PRICE INITIAL DELIVERABLES	Total from Table 1	\$
2	TABLE 2 - FIRM UNIT PRICE FOR THE OPTIONAL TRAINING AND LICENSED SOFTWARE	Total from Table 2	\$
3	TABLE 3 - FIRM UNIT PRICE FOR OPTIONAL MAINTENANCE AND SUPPORT SERVICES	Total from Table 3 (See Note below)	\$
4	TABLE 4 - FIRM ALL INCLUSIVE PER DIEM RATES FOR OPTIONAL PROFESSIONAL SERVICES	Total from Table 4	\$
Total Assessed Price (TAP) for Evaluation Purposes:			\$

**Note:** The Total for Table 3 will be calculated as follows: For each line item, a line item total will be calculated by summing the multiplication of the indicated Qty by the applicable Unit Price for each Year. The line item totals (item 1 through 9) will then be summed to calculate the Total for Table 3.

\* For evaluation purposes only, the training course at the CBSA laboratory in Ottawa and the training course at the vendor location will be calculated together but only one of them will be taken.

\*\* For evaluation purposes only, in Table 2, for item 6, Concurrent Users, (Users 61 and over), a quantity of 10 will be used for evaluation purposes, and for item 9, Laboratory Client Concurrent Users, (Users 21 and over), a quantity of 5 will be used for evaluation purposes.

\*\* For evaluation purposes only, in Table 3, for item 4, Software Maintenance and Support Services for Concurrent Users, (Users 61 and over), a quantity of 10 will be used for evaluation purposes, and for item 7, Maintenance and Support Services for Laboratory Client Concurrent Users, (Users 21 and over), a quantity of 5 will be used for evaluation purposes.

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47064-139453/A		019ee
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
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## ANNEX C

### SECURITY REQUIREMENTS CHECK LIST

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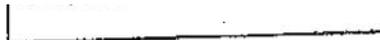


Government  
of Canada

Gouvernement  
du Canada

Contract Number / Numéro du contrat 000309453
Security Classification / Classification de sécurité

1000309453



Canada

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

47064-139453/A

019ee

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

1000309453

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Government of Canada / Gouvernement du Canada

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Security Classification / Classification de sécurité

**PART C - En français / PARTIE C - en français**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
							NATO DIFFUSION RESTRICTED	NATO CONFIDENTIAL	A		B	C					
Information / Assets Renseignements / Biens Production																	
IT Media / Support IT IT Linc / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
--

Canada

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Contract Number / Numéro du contrat <b>000 309453</b>
Security Classification / Classification de sécurité

PART D: AUTHORIZATION / PARTIE D: AUTORISATION			
<b>13. Organization Project Authority / Chargé de projet de financement</b>			
Name (print) - Nom (en lettres moulées) Chris Fulcher	Title - Titre Manager, Alcohol and Tobacco Section	Signature <i>[Signature]</i>	Date sept 6, 2012
Telephone No. - N° de téléphone 613-954-0235	Facsimile No. - N° de télécopieur 613-952-7025	E-mail address - Adresse courriel chris.fulcher@cbaa-safc.gc.ca	
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées) <i>[Signature]</i> Patricia Savage	Title - Titre Branch Head Sec	Signature <i>[Signature]</i>	Date 2019/12
Telephone No. - N° de téléphone 9916088	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Patricia.Savage@cbaa-safc.gc.ca	
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? / Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées) BAKER, ROXANE	Title - Titre Supply Specialist	Signature <i>[Signature]</i>	Date 2013/04/08
Telephone No. - N° de téléphone 819-956-1105	Facsimile No. - N° de télécopieur 819-953-3703	E-mail address - Adresse courriel roxane.baker@pwgsc.gc.ca	
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées) Roxanne Antille	Title - Titre Contract Security Officer, Contract Security Division	Signature <i>[Signature]</i>	Date Mar 6/13
Telephone No. - N° de téléphone 613-957-5100	Facsimile No. - N° de télécopieur 613-954-4171	E-mail address - Adresse courriel Roxanne.Antille@csdc-pwgsc.gc.ca	

TBS/BOT 650 106(2004M2)

Security Classification / Classification de sécurité

Canada

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**ANNEX D  
TASK AUTHORIZATION FORM**

<b>1.0 TASK AUTHORIZATION</b>			
Contractor:		Contract No.:	
Financial Code:		GST Financial Code:	
Task Authorization No.:		Date:	
<b>2.0 SCOPE OF THE TASK AUTHORIZATION AND DELIVERABLE (as per Contract)</b>			
<b>3.0 DESCRIPTION OF THE TASK / WORK TO BE PERFORMED</b>			
<b>4.0 PERIOD OF SERVICES</b>			
From:		To:	
<b>5.0 WORK LOCATIONS</b>			
<b>6.0 COST</b>			
Deliverables	Per Diem Rate	No. of Days to Perform the Task/Work	Total
		ESTIMATED TOTAL PRICE	
		GST/HST	
		TOTAL	
Travel and Living Expenses: Travel and living are a direct charge on a cost reimbursable basis. All expenses shall be incurred in accordance with the then-current Treasury Board guidelines. Invoices for Travel and Living costs of the Contractor's employees are to be supported by documentation (receipts) and will be reimbursed in accordance with the Treasury Board Policy and Guidelines on Travel in effect at the time of travel at actual cost with on allowance for mark-up. Charges for air travel shall not exceed that for economy class.		ESTIMATED PRICE	
		GST/HST	
		TOTAL	
		GRAND TOTAL	
<b>7.0 TASK RECOMMENDED BY</b>			
Client Project Manager:			
Signature: _____		Date: _____	
<b>8.0 AUTHORIZED SIGNING AUTHORITY</b>			
PWGSC Contracting Authority:	Signature:	Date:	
_____	_____	_____	
<b>9.0 CONTRACTOR SIGNING AUTHORITY</b>			
<input type="checkbox"/> The Contractor does not accept the Task Authorization: <input type="checkbox"/> The Contractor hereby accepts the Task Authorization:			

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Name and Title of Contractor Authorized Personnel to sign on behalf of the Contractor:	Date:
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**PART 4**

**ATTACHMENT 4.1**

**LIMS TECHNICAL SCORING TABLE**

**Scoring of Individual Rated Specifications:**

<b>Section</b>	<b>Description</b>	<b>Total Weight per Section</b>	<b>Maximum Score points</b>	<b>Pass mark (%)</b>
<b>PART A</b>	<b>RATED LIMS REQUIREMENTS See Annex B - TABLE B</b>	<b>50 %</b>	<b>164</b>	<b>N/A</b>
<b>PART B</b>	<b>REFERENCE CHECK RESULTS</b>	<b>15%</b>	<b>93 **</b>	<b>50%**</b>
<b>PART C</b>	<b>USABILITY AND FUNCTIONALITY ASSESSMENT</b>	<b>35%</b>	<b>175</b>	<b>50%</b>
<b>TOTAL RATED TECHNICAL SCORE</b>		<b>100 %</b>	<b>432</b>	

\*\* The maximum points for the reference check will depend on the number of applicable questions. A vendor will not get penalized when the reference answers are not applicable. However, the pass mark will be 50% for the questions answered.

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**PART 4**

**ATTACHMENT 4.2**

**LIMS REFERENCE CHECK**

**(VALIDATION OF MANDATORY AND RATED REQUIREMENTS)**

**(Note to Bidder: The following is a sample of questions that will be asked of the References provided by the Bidder in response to this RFP. The Bidder is required to fill out Section 1 only of the Attachment 4.2.)**

**SECTION 1: Information to be provided by the Bidder**

**Company/Organization:**

**Contact Name/Position:**

**LIMS Product Name/Version:**

**Any additional comments or clarifications points for answers are welcomed and appreciated.**

**Question 1:**

In what area(s) of work or application(s) is the organization's LIMS being used?

- |               |                   |                |
|---------------|-------------------|----------------|
| Environmental | Industrial        | Pharmaceutical |
| Biochemical   | Health/Diagnostic | Forensic       |
| Governmental  | _____             |                |

**Question 2:**

How long has the organization been using the LIMS in an operational environment?

**Question 3:**

Application is run using (Internet Explorer, Firefox, Chrome, Citrix):

**Question 4:**

How many total concurrent users or individual logins is the LIMS currently supporting?

**SECTION 2: Information to be provided to the Evaluation Team by the Bidder Reference**

**Please answer all applicable questions.**

**IMPLEMENTATION**

**Question 1:**

Did the vendor complete the configuration and implementation of your LIMS according to the initial implementation schedule?

- LIMS Implementation completed ahead of schedule (>3 weeks) (6 points)
- LIMS Implementation completed on schedule (within 3 weeks) (4 points)
- LIMS Implemented completed behind schedule (3 weeks to 2 months) (2 points)
- LIMS Implementation completed well behind schedule (>2 months) (0 point)
- Not applicable

Additional comments:

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**Question 2:**

Did the vendor complete the configuration and implementation of your LIMS according to initial cost projections?

- LIMS Implementation completed under budget (6 points)
- LIMS Implementation completed on budget (within \$25,000 USD) (4 points)
- LIMS Implemented completed over budget (\$25,001 to \$100,000 USD) (2 points)
- LIMS Implementation completed well over budget (>\$100,000 USD) (0 point)

Not applicable

Additional comments:

**Question 3:**

Was the LIMS software configuration package flexible enough to meet all the needs of your laboratory when the LIMS was initially configured?

- All of our needs were met in a satisfactory manner (6 points)
- Only a couple of minor needs could not be met using the configuration package (4 points)
- A few needs (including an important requirement) could not be met using the configuration package (2 points)
- The configuration package was not flexible enough to meet many of our requirements (0 point)

Not applicable

Additional comments:

**DATA TRANSFER**

**Question 1:**

Did the vendor complete the transfer of data to your new LIMS (from an old LIMS) according to the initial implementation schedule?

- Completed on time and on budget (3 points)
- Completed with slight delays or slightly over budget (2 points)
- Completed with large delays and/or cost overruns (1 point)
- Data transfer could not be completed (0 point)

Not applicable

Additional comments:

**INSTRUMENT CONNECTIVITY**

**Question 1:**

When connecting an instrument to the LIMS, have you been able to automatically extract data from all the laboratory instruments that you wanted to connect to the LIMS?

- Vendor was capable of extracting data from all instruments (3 points)
- Vendor was capable of extracting data from almost all instruments (1 or 2 exceptions) (2 points)
- Vendor was capable of extracting data from some of the instruments (1 point)
- Vendor was not capable of transferring data from numerous instruments (0 point)

Not applicable

Additional comments:

**Question 2:**

When an instrument is connected to the LIMS, have you been able to extract all of the information required?

- Vendor was capable of extracting all of the required information (3 points)
- Vendor was capable of extracting almost all of the required information (1 or 2 exceptions) (2 points)
- Vendor was capable of extracting some of the required information (1 point)

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Vendor was not capable of transferring a lot of data from instruments connected to the LIMS (0 point)  
Not applicable

Additional comments:

**Question 3:**

When the vendor connected an instrument to the LIMS, has LIMS been able to reliably extract data (report the correct value - not due to network issues)?

- The LIMS is always capable of reliably extracting data from instruments (3 points)
- A couple errors have been detected when the data is extracted from instruments (1 point)
- Numerous errors have been detected when data is extracted from instruments (0 point)
- Not applicable

Additional comments

**TRAINING**

**Question 1:**

Was your staff capable of configuring/ making changes to the LIMS after completing training supplied by the vendor and with the reference materials supplied by the vendor?

- Our staff was capable doing most (>90%) of the configuration and updating without having to contact the vendor for more help. (3 points)
- Our staff was capable doing a lot (>75%) of the configuration and updating without having to contact the vendor for more help. (2 points)
- Our staff was capable of doing some (>50%) of the configuration and updating without having to contact the vendor for more help. (1 point)
- Most of the time, our staff needed additional help from the vendor to configure and update the LIMS (0 point)
- Not applicable

Additional comments:

**Question 2:**

Was your staff capable of using the LIMS after completing training supplied by the vendor and with the reference materials supplied by the vendor?

- Most staff (>90%) was capable of using the LIMS without much additional help (3 points)
- The majority of staff (>70%) staff was capable of using the LIMS without much additional help (2 points)
- Some staff (>40%) was capable of using the LIMS without much additional help (1 point)
- Most of the time, our staff needed additional help to use the LIMS (0 point)
- Not applicable

Additional comments:

**SOFTWARE SUPPORT**

**Question 1:**

On average, how frequently has the company issued significant updates to the LIMS, in order to add additional capabilities or functionality?

- Every 6 months or less (2 points)
- Once every 6 to 12 months (3 points)
- Once every year or 2 (2 points)
- Every couple years or more (0 point)
- Not applicable

Additional comments:

**Question 2:**

Have you encountered any issues when LIMS software updates are issued (compatibility and/or functionality)?

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Normally updates do not have issues. Only limited minor issues have been encountered but they were all resolved quickly (6 points)

Normally updates do not have issues. Some minor issues have been encountered and the majority are resolved quickly (4 points)

Major issues have been encountered but there were resolved very quickly (2 points)

There have been significant issues with software updates (0 point)

Not applicable

Additional comments:

**Question 3:**

Has the vendor responded to your requests for inclusion or modification of features as part of its product updates?

Most updates we have requested have been implemented in a reasonable time (3 points)

Some updates we have requested have been implemented in a reasonable time (2 points)

A few updates we have requested have been implemented in a reasonable time (1 point)

The company has not responded to our requests for modifications (0 point)

Not applicable

Additional comments:

**TECHNICAL SUPPORT**

**Question 1:**

For a serious issue (for example: an unresponsive system, or lack of critical functionality with no workaround) with the LIMS, on average, how long does it take for the vendor to resolve your problem?

Within 2 hours (9 points)

Within 1 day (6 points)

Within 1 or 2 days (3 points)

Longer than 2 days (0 point)

Not applicable

Additional comments:

**Question 2:**

For a non-serious issue with the LIMS, on average, how long does it take for the vendor to resolve your problem?

Within 24 hours (6 points)

Between 1 and 3 days (4 points)

Between 3 and 7 days (2 points)

Longer than 7 days (0 point)

Not applicable

Additional comments:

**Question 3:**

How would you rate the overall quality of the technical support provided by the vendor? Check only one.

Excellent (6 points)

Very Good (4 points)

Acceptable (2 points)

Poor (0 point)

Not applicable

Additional comments:

**RELIABILITY**

**Question 1:**

How frequently have you had to contact technical support to resolve a problem with the LIMS (not for training or additional information)?

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- Daily (0 point)
- Weekly (2 points)
- Monthly (4 points)
- Rarely (6 points)
- Not applicable

Additional comments:

**SUMMARY**

**Question 1:**

How would you rate your overall satisfaction with the product? Check only one.

- Excellent (9 points)
- Very Good (6 points)
- Acceptable (3 points)
- Poor (0 point)

Additional comments:

**Question 2:**

Given the opportunity, would you consider purchasing this LIMS again? Check only one.

- Definitely (9 points)
- Probably (6 points)
- Not Likely/NO (0 point)

Additional comments:

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**PART 4  
ATTACHMENT 4.3**

**PRODUCT DEMONSTRATION FOR EVALUATION OF USABILITY/FUNCTIONALITY OF LIMS**

**NOTE TO BIDDER:** The rating criteria can be found in Attachment 4.4.

The vendor should present how the following fictional case submitted to the CBSA lab could be processed using their LIMS. Data presented is displayed how it is handled using the LASS, but it should be displayed how it could be handled with the vendors LIMS.

**Sample submission**

Two exhibit envelopes were delivered by hand on the 1st of May 2012 to the Science and Engineering Directorate (SED) by a member of the Royal Canadian Mounted Police. These exhibits were accompanied by a Request for Forensic Laboratory Analysis (Figure 1).

- The first exhibit envelope was sealed in a plastic evidence bag numbered A123. This exhibit envelope contained sample 2012-175859-1 (Figure 1).
- The second exhibit envelope was sealed in a plastic CBSA evidence bag numbered A456. The exhibit envelope contained samples 2012-175859-2 and 2012-175859-3 (Figure 1).

These exhibit envelopes were handed over to the sample room clerk at the SED and locked away in cabinet no. 15. The Request for Forensic Laboratory Analysis was forwarded to an administrative clerk for case entry.

Please demonstrate the following:

- (M5) The LIMS must provide an efficient way for laboratory clients to submit samples for analysis along with the case and sample information. In addition, the LIMS must provide a way for matching samples with the information submitted to the LIMS.
- (M7) The LIMS must provide an efficient way for an employee to create many samples in a case. An employee must be capable of adding a sample to the case any time during the case's life cycle.
- (M8) The LIMS must be capable of assigning a unique, sequential case and sample number to each sample and case received for analysis. For this example, assign sample number 175999-001, 175999-002 and 175999-003, and keep the sample reference numbers (i.e. - 2012-175859-1) in a separate data entry field.

**Sample assignment**

The appropriate manager was then notified of the new case in the LIMS who then assigned the case to an analyst in his team. The analyst logged into his LIMS account to view all active cases assigned to him/her including the newly created one. The samples were retrieved from cabinet no. 15 in the sample room and transferred to a lockable cabinet in laboratory no. 262. Prior to analysis, a keyword query search was performed for any information related to the case. For example, a query search for "cream" was performed to determine what type of analysis is typically performed on "cream" samples.

- (M10) The LIMS must allow an employee (with specific privileges) to assign samples to another employee of laboratory. The LIMS must allow samples to be unassigned or be reassigned to other employees, throughout the analysis process.
- (M23) The LIMS must provide an efficient way for an employee to view: (1) all samples assigned to them, (2) all samples they have been assigned to perform a particular analysis on, (3) all samples waiting for their approval/review and (4) all equipment with maintenance assigned to them.
- (M42) The LIMS must provide a way to track the samples to a specific location within a building (storage cabinet #, refrigerator#, freezer#, lab #) or to the custody of a particular person (with password verification)

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- (M43) The LIMS must support the use of barcoding or another technology to ease the transfer of samples from one location to another
- (M47) The LIMS must provide a way for an employee to search active and completed samples within the LIMS using any information collected within the LIMS.
- (M48) The LIMS must provide a way for an employee to display the search results in a legible format (such as a table).
- (M49) The LIMS must provide an efficient way for an employee to sort the search results by any of the search criteria (date, value, test result).
- (M50) The LIMS must provide an efficient way for an employee to do an indexed text search of all reports and documents saved within the LIMS and display all of the results that meet the search criteria

### **Sample analysis**

All of the exhibit envelopes, evidence bags and samples were photographed by the analyst. These images (jpeg) were attached/saved within the LIMS. Also, a series of physical examinations were performed on these samples (for an example see Figure 2). All observations were recorded on a "worksheet" (Figure 2) and/or in a "workcard" (Figure 3).

**NOTE: a worksheet is a sheet of paper used by an analyst to write down notes, observations and results. Typically, the worksheet is scanned (PDF) and embedded into the workcard for future reference.**

**NOTE: a workcard is an electronic text document (ex: Word document) used to record notes, observations, results, images, files and conclusions.**

- (M9) The LIMS must allow the user to attach unaltered pictures (ex: jpeg, bitmap) and other documents (ex: Word, PDF) to each case and/or sample.

### **Sample analysis, 175999-001**

Since 175999-001 was a "Suspected Tobacco" it was submitted for alkaloid analysis. Sub-samples (see Figure 2) were prepared by the analyst and handed over to a technician for analysis. Alkaloid analysis, performed by a technician, was requested via the LIMS. All alkaloids analysis are performed on a GC-NPD (ID no. 25) instrument located in the laboratory core. The technician runs a reference tobacco sample (2R4F) with every sample to make sure that the results are within the specified limits (Table 1 and Table 2). Results from the alkaloids analysis are saved on the network where they can be retrieved and reviewed by the analyst.

- (M11) The LIMS must provide a way for an employee to assign test/methods to a sample.
- (M12) When a test is assigned to a sample, the LIMS must provide a way to automatically assign the task of completing the test to an employee. Also, an employee must be automatically notified that a task has been assigned.
- The LIMS must assign tasks to an employee who is authorized to complete the specific task (ex: adequate training).
- (M14) The LIMS accepts test results through manual data entry or through direct connection to an instrument. (Data entry through direct connection to an instrument can be simulated)
- (M19) Once data is entered, the LIMS must provide a way for calculations to be done automatically, using the results of multiple tests if necessary to calculate a final result.

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The analyst records the results of the alkaloids analysis in a workcard (Figure 2). The analyst calculates the average concentration of each analyte (nicotine, nornicotine, myosmine, anabasine and anatabine) according to the samples moisture content (see Figure 2 and Figure 3).

**Table 1** Target, upper limits and lower limits for alkaloids analysis

Analyte	Target(mg/g)	High(mg/g)	Low(mg/g)
Nicotine	16.27	18.22	14
Nornicotine	0.48	0.6	0.2
Myosmine	0.02	0.04	0.01
Anabasine	0.20	0.3	0.1
Anatabine	0.15	0.25	0.05

**Table 2** Analysis of reference tobacco 2R4F

Date of analysis	Nicotine (mg/g)		Nornicotine (mg/g)		Myosmine (mg/g)		Anabasine (mg/g)		Anatabine (mg/g)	
	Ave. (n=3)	St. Dev.	Ave. (n=3)	St. Dev.	Ave. (n=3)	St. Dev.	Ave. (n=3)	St. Dev.	Ave. (n=3)	St. Dev.
Day 1	17	0.25	0.5	0.03	0.03	0.02	0.25	0.07	0.3	0.02
Day 2	16.85	0.16	0.6	0.06	0.02	0.01	0.21	0.1	0.16	0.03
Day 3	19.18	0.16	0.59	0.01	0.12	0.01	0.15	0.04	0.77	0.01
Day 4	19.71	0.6	0.68	0.03	0.11	0.12	0.2	0.07	0.79	0.03
Day 5	19.04	0.73	0.66	0.03	0.19	0.03	0.15	0.03	0.77	0.03
Day 6	18.47	0.5	0.55	0.07	0.01	0.01	0.21	0.01	0.71	0.03
Day 7	19.21	0.79	0.68	0.07	0.06	0.1	0.17	0.04	0.75	0.03
Day 8	18.36	0.23	0.55	0.03	0.12	0.08	0.14	0.04	0.73	0.03

Following the analysis of sample 175999-001, the analyst generates a blank certificate of analysis from a template (Figure 4). The certificate of analysis is modified by the analyst to match his/her observations (Figure 5).

Please demonstrate the following:

- (M30) The LIMS must be capable of charting the results of all quality control and blank samples. Furthermore, the LIMS must somehow provide warnings when results are out of spec.
- (M35) The LIMS must provide a way to create report templates. Also, the user must be able to choose a report template when they are creating the sample report.

**Sample analysis, 175999-002**

For sample 175999-002 a pH test and GC-MSD analysis were requested via the LIMS to be completed by a technologist. The technologist transfers pH and GC-MSD results into the LIMS. Afterwards, the analyst will review the data file in the appropriate application, perform a library query/match and record the results (Figure 6) into a workcard. Following the analysis of 175999-002, a report is written up manually (Figure 7).

Please demonstrate the following:

- (M25) The LIMS must provide a way for tracking the equipment used to perform a specific test.
- (M26) The LIMS must provide a way to schedule equipment maintenance for each piece of equipment entered into the LIMS.
- (M45) The LIMS must provide a way to create sub samples from an original sample (split a sample into components)

**Sample analysis, 175999-003**

Sample 175999-003 is subjected to an ELISA test that is performed by the analyst himself/herself. There is no connected instrument; the analyst records the data from a laboratory notebook into a workcard in tabulated form (Table 3). A standard curve is produced in a spreadsheet program (Figure 8) and the chart is pasted into the workcard. The sample 175999-003 was viewed under a polarized microscope and the analyst recorded the following

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observation "exhibit is consistent with starch" into the workcard. Following the analysis of 175999-003, a report is written up manually (Figure 7).

**Table 3** hGH ELISA test results

	Strip 1	O.D
<b>A</b>	Std 1 - 0 IU/mL hCG standard	0
<b>B</b>	Std 2 - 10 mIU/mL hCG standard	0.333
<b>C</b>	Std 3 - 25 mIU/mL hCG standard	0.759
<b>D</b>	Std 4 - 50 mIU/mL hCG standard	1.449
<b>E</b>	Std 5 - 100 mIU/mL hCG standard	2.376
<b>F</b>	Std 6 - 250 mIU/mL hCG standard	OoR
<b>G</b>	123456 (Sol A)	0.789
<b>H</b>	123456 (Sol B)	0.255

Please demonstrate the following:

- (M22) The LIMS must provide an efficient manner of entering the test results for many samples that are being run on the same test (including standards, blanks and control samples)
- (M31) The LIMS must provide a way to create and save reports for each sample and case.
- (M33) The LIMS must provide a way for creating the content of the sample reports and cover page by combining the following information:
  - Information manually typed
    - including information not previously entered into the LIMS
  - any information previously entered into the LIMS about the sample/ case, for example:
    - laboratory client information (name address)
    - sample or case specific information (sample number, sample name, date received)
    - test results
    - tables
    - pictures
- (M34) The LIMS must provide a way to format the text in the final report (change font style, size and colour, bold, underline, italics, subscript, superscript, strikethrough, etc.).
- (M37) The LIMS must provide a way of issuing a new report (ex: version no. 2) and saving a copy of all report version issued to the laboratory client within the LIMS.
- (M53) The LIMS must provide a way to track all chemicals, critical supplies and reference materials used within the laboratory.
- (M56) The LIMS must provide a way of tracking the location of the chemicals within the laboratory, similar to a sample (using locations and barcoding or other technologies).

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- (M57) The LIMS must provide a way for an employee to create standards from chemicals within the inventory which can be made from a combination of chemicals. These standards with also be uniquely identified and have an expiry date.

### **Approval**

The analyst completes the case which notifies a senior analyst that a case needs to be reviewed. Upon approval, a final report is generated which combines a cover page (Figure 9) and all of the sample reports belonging to this particular case (Figures 5 and 7).

Please demonstrate the following:

- (M38) The LIMS must provide an efficient way for Managers or other designated employees to approve or reject a sample or case after analysis is complete and the final report is created.
- (M39) The LIMS must provide an efficient way for an employee to add or remove an approval from a sample or case (if they have the authority to do so).
- (M40) When a sample/case is waiting for an approval, the LIMS must provide a way of notifying the approver.

### **Sample return**

Once the case has been approved, the analyst transfers the case (including the report and samples) back to the sample room clerk for shipping. The samples are sent back to the laboratory client by courier. The tracking number of the package is recorded on a chain of custody form and/or in the LIMS.

Please demonstrate the following:

- (M44) The LIMS must provide a way to generate a list or report that includes a history of the location of a sample, along with the time and date of each location transfer and employee who transferred the sample.
- (M51) The LIMS must provide a way for a laboratory client to do a restricted search and view reports (not test results) from casework that was submitted for analysis within the LIMS.
- (M35) The LIMS must provide report templates that will allow employees (based on access capabilities) the ability to view the following information:
  - (1) The number of in-process samples assigned to an employee.

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME



Royal Canadian Mounted Police / Gendarmerie royale du Canada

**REQUEST FOR FORENSIC LABORATORY ANALYSIS**

Date Sent	2012-05-01
Lab. File Number (Lab use)	
Your File No. (Client Use) Mandatory Field	2012-175859
Security Classification	Protected A

<b>Requestor</b>					
Name of Agency RCMP - Cornwall Customs & Excise			Jurisdiction Federal		
Mailing Address (Street, City, Province, Postal Code) 501 Tollgate Rd. Cornwall, Ontario K6H 5R6					
<input checked="" type="checkbox"/> Same as Mailing Address					
Exhibit Return Shipping Address 501 Tollgate Rd. Cornwall, Ontario K6H 5R6					
<b>Offence</b>					
UCR Code or Section/Criminal Code or Act Must be Entered - Mandatory Field					
UCR Code	Section/Criminal Code or Act 32 (1) Excise Act, 2001		Date of Occurrence (yyyy-mm-dd) 2012-01-01	Time of Occurrence (hh:mm) 02:00	
Location of Occurrence - If available enter address information 101 Some Rd. Cornwall, Ontario KXJ XTX					
<b>Subject Information</b>					
Surname	Given 1	Given 2	DOB (yyyy-mm-dd)	Sex	Type
Smith	John	John	1984-02-17	Male	Suspect 1
Court Type Trial				Date 2012-12-01	
Brief Summary of Occurrence - Field will expand automatically Large quantity of cigarettes and suspicious liquids seized from suspect's warehouse/business.					
<b>Submitted by Investigator</b>					
Name Cst. Robert Lawman	HRMIS / E Number	Signature X _____			Date
Email robert.lawman@rcmp.gc.ca					
Telephone No. (613) 555-1234	Ext. 123	Fax No. (613) 555-5678			

Figure 1 - Request for Forensic Laboratory Analysis

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

Date Sent		2012-05-01	
Lab. File Number (Lab use)			
Your File No. (Client Use)		2012-175859	
Security Classification		Protected A	
<b>Contributor (if different than investigator)</b>			
Name	HRMIS / E Number	Signature X _____	Date
Email			
Telephone No.	Ext.	Fax No.	
Send Report to: <input type="checkbox"/> Investigator <input type="checkbox"/> Contributor <input type="checkbox"/> Other, specify:			
<b>For Laboratory Use Only</b>			
Initial Recipient		Signature X _____	Date
Delivery Mode	<input type="checkbox"/> Carrier / Courier <input type="checkbox"/> By Hand	Name of Carrier / Courier	Carrier / Courier Waybill Number
Condition of package: <input type="checkbox"/> Sealed <input type="checkbox"/> Unsealed <input type="checkbox"/> Damaged <input type="checkbox"/> Not applicable			
Discipline	Biology	NFISS	Firearms
			Toxicology
			NACB
			Trace
Diary Date			
<b>List Of Exhibits And Services Requested</b>			
Agency Exhibit Number	Description One exhibit per section	Services Requested Please identify TYPE of service being requested More than one service allowed per exhibit	DNA Warrant Indicate if obtained via warrant (applies to known samples only).
2012-17 5859-1	1 Ziploc-type bag of 200 full flavoured cigarettes		<input type="checkbox"/>
Exhibit Origin – Select from the drop down options or key in information below			
2012-17 5859-2	Green oil-like substance		<input type="checkbox"/>
Exhibit Origin – Select from the drop down options or key in information below			

Figure 1 - Request for Forensic Laboratory Analysis (continued...)

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

Date Sent	2012-05-01
Lab. File Number (Lab use)	
Your File No. (Client Use)	2012-175859
Security Classification	Protected A

Agency Exhibit Number	Description One exhibit per section	Services Requested Please identify TYPE of service being requested More than one service allowed per exhibit	DNA Warrant Indicate if obtained via warrant (applies to known samples only).
2012-17 5859-3	Plastic tube of yellow cream		<input type="checkbox"/>
	Exhibit Origin – Select from the drop down options or key in information below		

Figure 1 - Request for Forensic Laboratory Analysis (continued...)

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

Science and Engineering Directorate	Quality System Form Worksheet for Analysing Bags of Cigarettes	Document#: FQSI-A&T-10-1 Date issued : 2010-07-08 Revision# : 0.3
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Lab Number: 175999-001 Initials: TA

**OUTER PACKAGING**

Box  Paper bag  Plastic bag  Envelope  Label on Package  
 Sealed bag Bag No. A123 Type evidence Date Seal opened: July 1 2012

**SAMPLE PACKAGING:**

Ziploc  \_\_\_\_\_  
 RCMP Label  Label  Handwriting  \_\_\_\_\_

Information on Package: \_\_\_\_\_

Number of Cigarettes in Package: 205 (QSI-A&T-027)  
Name/Address or Licence Number of Manufacturer :  present  not present

Excise Stamp/Tear Tape:  present  not present

Type \_\_\_\_\_

Health Warning  present  not present  not applicable

Health Information  present  not present  not applicable

Toxic Emissions  present  not present  not applicable

Surgeon General Warning  present  not present  not applicable

Other Health Warning  present  not present  not applicable

**CIGARETTE:**

tipping paper:  cork  white  \_\_\_\_\_ Stripe: None

Length: Cigarette: 83,86 mm Tipping Paper: 26,10mm Filter: 19,90 mm Equipment CAL#3

Weight of 5 Cigarettes: 4,244 g Average: 0,849 g Balance ID 33 Date July 1 2012

Weight of tobacco(5 cig): 3,423 g Average: 0,685 g Balance ID 33 Date July 1 2012

Observations: \_\_\_\_\_

**Stereomicroscopic Examination:** QSI-A&T-017

**Types of Tobacco:**

Shredded leaves  Shredded Stems  Reconstituted tobacco  Expanded tobacco (DIET)

Notes: \_\_\_\_\_

**CHEMICAL ANALYSIS:**

**Cigarette Grinding:** QSI-A&T-015

Number of Cigarettes ground for analysis:  20  \_\_\_\_\_ Date July 1 2012

Figure 2 - An example of a "worksheet"



Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif. File No. - N° du dossier 019ee47064-139453	Buyer ID - Id de l'acheteur 019ee CCC No./N° CCC - FMS No./N° VME
Client Ref. No. - N° de réf. du client 1000309453		

175999-001 2012-17-5859-1, "1 ZIPLOC-TYPE BAG OF 200 FULL FLAVOURED CIGARETTES"

**SAMPLE DESCRIPTION**

This sample was sealed in a plastic evidence bag, numbered A123, bearing the following information:

**Case number:** 2012-17-5859  
**Act:** 32(1) Excise Act, 2001  
**Description:** 1 Ziploc bag of full flavoured cigarettes  
**Suspect:** Smith, John  
**Date of recovery:** January 1<sup>st</sup> 2012  
**Recovered by:** Cst. Robert Lawman #123456

**IMAGES OF SAMPLE**



175999-001.jpg

**SAMPLE WORKSHEET**



C:\Documents and Settings\fx734\Desk

**SAMPLE ANALYSIS**

**Alkaloids**

Moisture	10
----------	----

Sample	Extracted weight	
	Weight	Dry Weight
175999-001a	0.05	0.0450
175999-001b	0.0543	0.0489
175999-001c	0.0487	0.0438

Sample	Dry Weight	Nicotine		Nornicotine		Myosmine	
		ug/ml	mg/g	ug/ml	mg/g	ug/ml	mg/g
175999-001a	0.0450	349.5519	7.77	13.89325	0.31	0.827145	0.02
175999-001b	0.0489	368.7872	7.55	12.99224	0.27	0.464626	0.01
175999-001c	0.0438	354.6787	8.09	14.8457	0.34	0.701562	0.02
Average		357.6726	7.8	13.91039	0.3	0.664444	0.01
Std Dev		9.961025	0.27	0.926849	0.04	0.184088	0

Anabasine		Anatabine	
ug/ml	mg/g	ug/ml	mg/g

Average (mg/g tabac)	
Nicotine	7.8

Figure 3 - An example of an electronic "workcard"

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

4.57909	0.1	10.0879	0.22
3.70874	0.08	10.47777	0.21
4.253253	0.1	11.28033	0.26
4.180361	0.09	10.61533	0.23
0.43973	0.01	0.608002	0.02

<b>Nornicotine</b>	0.3
<b>Myosmine</b>	0.01
<b>Anabasine</b>	0.09
<b>Anatabine</b>	0.23

**CONCLUSION(S)**

The cigarettes contain a brown fibrous material. The brown fibrous material was physically examined and chemically analyzed and found to be manufactured tobacco as defined in the *Excise Act, 2001*.

This sample does not meet the requirements of the *Stamping and Marking of Tobacco Products Regulations* of the *Excise Act, 2001* for the following reason:

- This sample is not stamped in accordance with paragraph 34(c) or 35(1)b) of the *Act*.

Tom D. Analyst

**Figure 3** - An example of an electronic "workcard" (continued...)

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

**CERTIFICATE OF ANALYSIS**

**[LAB NO.]      [SAMPLE NAME ZIPLOC TOBACCO]**

I, [Name], the undersigned, hereby certify the information below.

I am an analyst as defined in Section 2 of the *Excise Act, 2001*.

This sample was delivered on the [x]<sup>th</sup> day of [Month] 201[x] at the Science and Engineering Directorate by [messenger service], tracking number [xxxx].

This sample was delivered by hand on the [x]<sup>th</sup> day of [Month] 201[x] to the Science and Engineering Directorate by [rank and name] of the [enforcement agency and detachment].

This sample was sealed in a plastic bag, numbered [xxxx], bearing the following information:

This sample consists of a clear colourless plastic bag (Ziploc®-type) containing [xxx] white / cork tipped cigarettes. The cigarettes contain a brown fibrous material. The brown fibrous material was physically examined and chemically analyzed and found to be manufactured tobacco as defined in the *Excise Act, 2001*.

This sample does not meet the requirements of the *Excise Act, 2001* and the *Stamping and Marking of Tobacco Products Regulations* for the following reason:

- This sample is not stamped in accordance with paragraph 34(c) or 35(1)(b) of the Act.

I further certify that this Certificate of Analysis is true to the best of my skill and knowledge.

Dated this ..... day of ..... 201... at 79 Bentley Avenue, Ottawa, in the Province of Ontario.

.....  
[Name]  
Agency Analyst  
Alcohol and Tobacco Section  
Science and Engineering Directorate  
Tel: (613) [xxx-xxxx]  
Fax: (613) 952-7825

**Figure 4 - A blank certificate of analysis template**

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

**CERTIFICATE OF ANALYSIS**

**175999-001 2012-17-5859-1, "1 ZIPLOC-TYPE BAG OF 200 FULL FLAVOURED CIGARETTES"**

I, Tom D. Analyst, the undersigned, hereby certify the information below.

I am an analyst as defined in Section 2 of the *Excise Act, 2001*.

This sample was delivered by hand on the 1<sup>st</sup> day of May 2012 to the Science and Engineering Directorate by Cst. Robert Lawman of the Royal Canadian Mounted Police.

This sample was sealed in a plastic evidence bag, numbered A123, bearing the following information:

<b>Case number:</b>	2012-17-5859
<b>Act:</b>	32(1) Excise Act, 2001
<b>Description:</b>	1 Ziploc bag of full flavoured cigarettes
<b>Suspect:</b>	Smith, John
<b>Date of recovery:</b>	January 1 <sup>st</sup> 2012
<b>Recovered by:</b>	Cst. Robert Lawman #123456

This sample consists of a clear colourless plastic bag (Ziploc®-type) containing 205 cork tipped cigarettes. The cigarettes contain a brown fibrous material. The brown fibrous material was physically examined and chemically analyzed and found to be manufactured tobacco as defined in the *Excise Act, 2001*.

This sample does not meet the requirements of the *Stamping and Marking of Tobacco Products Regulations* of the *Excise Act, 2001* for the following reason:

- This sample is not stamped in accordance with paragraph 34(c) or 35(1)b) of the *Act*.

I further certify that this Certificate of Analysis is true to the best of my skill and knowledge.

Dated this 1<sup>st</sup> day of August 2012 at 79 Bentley Avenue, Ottawa, in the Province of Ontario.

.....  
Tom D. Analyst  
Agency Analyst  
Laboratory and Scientific Services Directorate  
79 Bentley Ave.  
Ottawa, ON  
Tel: (613) 941-7589  
Fax: (613) 952-7825

**Figure 5 - Certificate of analysis template modified to match analyst's observations**

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif. 019ee	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

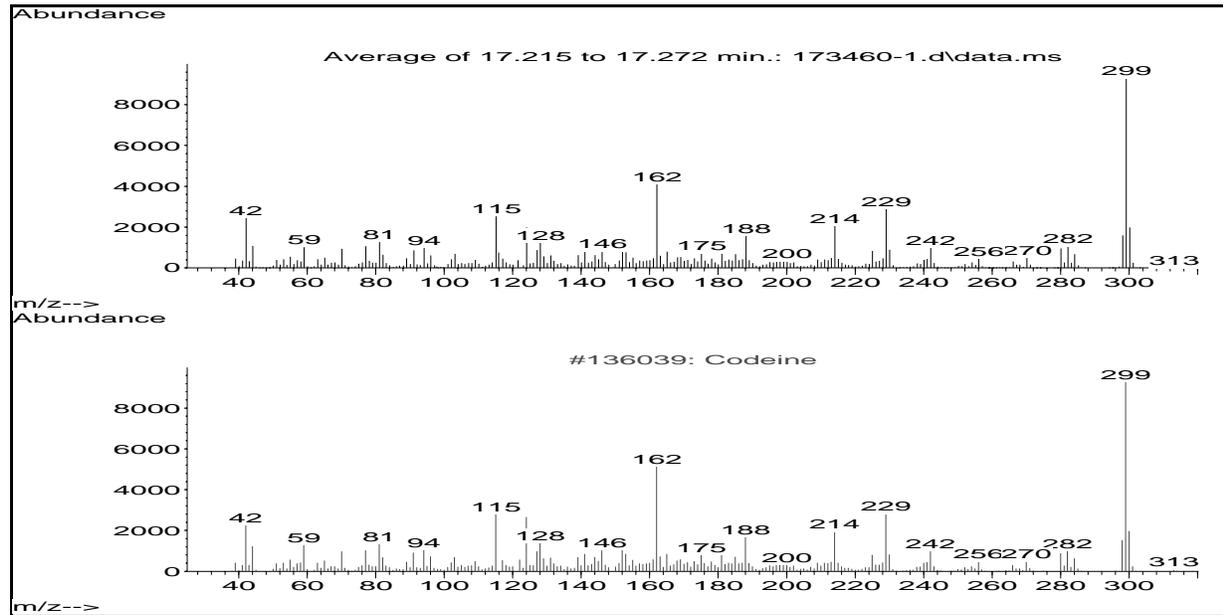


Figure 6 - GC-MSD library match

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

Lab No/No de labo: 175999-002/003	Page [1 of X]
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**175999-002 "Green oil-like substance"**

**175999-003 "Plastic tube of yellow cream"**

These exhibits were received on May 1<sup>st</sup>, 2012 hand delivered by Cst. Robert Lawman of the Royal Canadian Mounted Police (# 123456) in a sealed plastic CBSA evidence bag numbered A546.

This bag contained a large flat, green box labeled in part "Green Oil" containing three types of items:

- a) two tall white plastic bottles with a snap cap labeled in part "Green Oil" filled with a green oil.
- b) a small white plastic tube labelled in part "Yellow Cream" filled with a floral scented, pale yellow cream.

A summary of the analysis can be found below.

**175999-002 "Green oil-like substance"**

The green oil, item (a) from above, contains triglycerides (vegetable oil) and other minor substances.

There is no evidence this sample contains any controlled drug substances.

**175999-003 "Plastic tube of yellow cream"**

The yellow cream, item (b) from above, is composed of water, triglycerides and other substances, including perfume.

There is no evidence this sample contains any controlled drug substances.

The remaining sample was returned by Priority Courier (TM 123 456 789) along with this report.

In answer to your request, based on the examination of the sample, the imported product would meet the technical requirements of legal Note 99 to Chapter 35.1 of the Customs Tariff.

An image of the sample is attached.

**Figure 7** - Laboratory report written manually for samples 175999-002 and 175999-003

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif. 019ee	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

Annexe / Attachment

List of figures:



Figure 1, 2012-175859-3 "Plastic tube of yellow cream"

Figure 7 - Laboratory report written manually for samples 175999-002 and 175999-003 (continued...)

Solicitation No. - N° de l'invitation

47064-139453/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

019ee

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

1000309453

019ee47064-139453

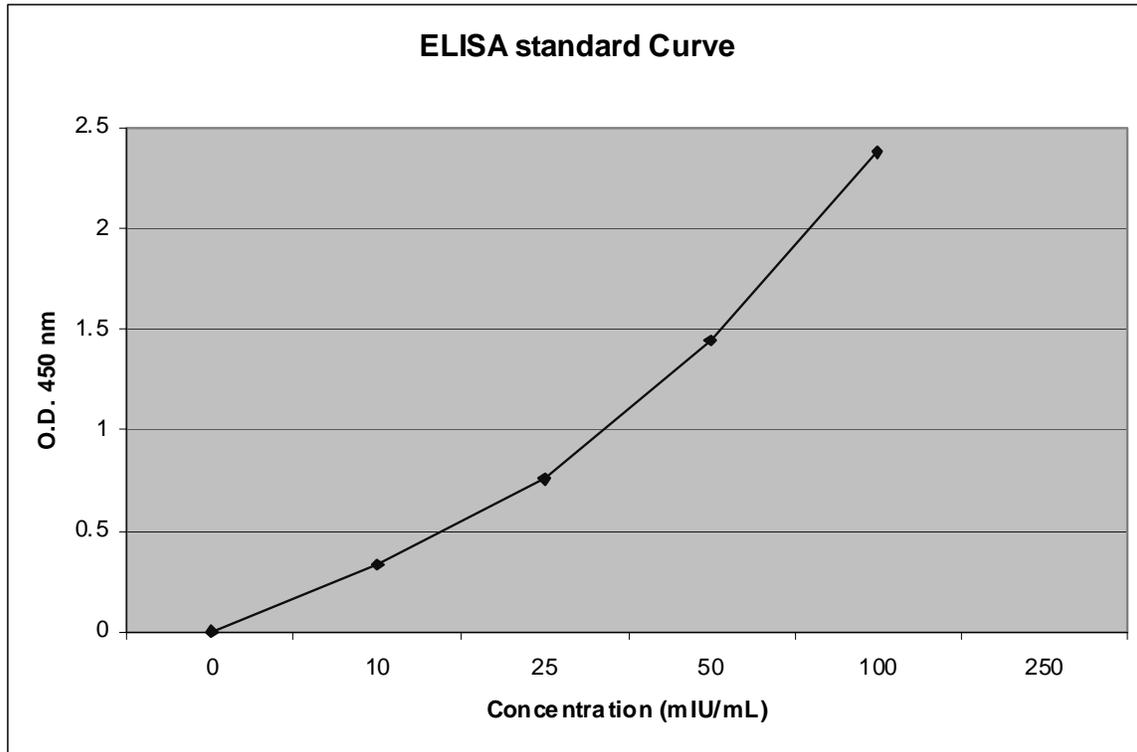


Figure 8 - ELISA standard curve

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

**LABORATORY REPORT – RAPPORT DE LABORATOIRE**

**Laboratory Number:** [xxxxxx]-[001/003]  
**Numéro de laboratoire:**

**Date Reported:** [xxxx/xx/xx]  
**Date du rapport:**

**Request information:**  
**Information sur la demande:**

**Reference:** [xxxx]  
**Référence:**

**Importer:** [xxx]  
**Importateur:**

**Manufacturer/Exporter:** [xxxx]  
**Fabricant/Exportateur:**

**Requester:** [xxxx]  
**Demandeur:**

Science and Engineering Directorate 79 Bentley Avenue, Ottawa, Ontario K2E 6T7	Direction des sciences et de l'ingénierie 79 avenue Bentley, Ottawa, Ontario K2E 6T7
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**Figure 9** - Cover page included in the final report.

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
47064-139453/A		019ee
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
1000309453	019ee47064-139453	

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif. 019ee47064-139453	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

**PART 4  
ATTACHMENT 4.4**

**LABORATORY INFORMATION MANAGEMENT SYSTEM (LIMS)  
PRODUCT DEMONSTRATION - USABILITY AND FUNCTIONALITY ASSESSMENT**

Vendor name: \_\_\_\_\_ Date: \_\_\_\_\_ Total score: \_\_\_\_\_ /175

Proposed LIMS: \_\_\_\_\_ Evaluator: \_\_\_\_\_

Specifications	Very Poor usability 0 points	Poor usability 1 point	Good usability 3 points	Excellent usability 5 points
<b>Case and data entry</b>				
M5 - laboratory client sample submission				
M7 - create samples in case				
M8 - assign case number				
<b>Sample Assignment</b>				
M10 - assign sample to employee				
M23 - view samples assigned to user				
M42 - track location of samples				
M43 - barcoding or other tech - sample transfer				
M47 - Employee data search				
M48 - Search result display				
M49 - Search result sorting				
M50 - Indexed text search				
<b>Sample Analysis</b>				
M9 - attach files to sample/case				
<b>175999-01</b>				
M11 - assign testing method to sample				
M12 - assign test to employee to do test				
Employee must be authorized to do test				
M14 - Manual data entry of Direct Connection of instrument				
M19 - Calculation of results				
M30 - Chart Quality Control Results				
M35 - Create/choose report templates				
<b>175999-02</b>				
M25 - Track Equipment used for testing				
M26 - Schedule Equipment maintenance				
M45 - Create subsamples				
<b>175999-03</b>				
M22 - enter many samples results at same time				
M31 - create and save reports for each sample				
M33 - add report content				
M34 - format report text				
M37 - Issue version 2 of report				
M53 - Track chemicals used				
M56 - Track location of chemicals				
M57 - create standards from chemicals				

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

<b>Approval</b>				
M38 - approve/reject sample or case				
M39 - add or remove an approver				
M40 - notify user - sample needs approval				
<b>Sample Return</b>				
M44 - history of sample report				
M51 - laboratory client database search				
M35 - report - number samples assigned to employee				

**Criteria:**

- users should look for data entry screens that are easy to read and that follow as closely as possible the labs currently established sequence for recording/entering data
- the number of steps required to complete a task should be logical and easy to understand
- tasks should be completed in a minimal number of steps
- the LIMS should provide quick response times when completing a task

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif. 019ee47064-139453	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

## BIDDER FORMS

### Form 1

BID SUBMISSION FORM													
<b>Bidder's full legal name</b> <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>													
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 50%;">Name</td><td style="width: 50%;"></td></tr> <tr><td>Title</td><td></td></tr> <tr><td>Address</td><td></td></tr> <tr><td>Telephone #</td><td></td></tr> <tr><td>Fax #</td><td></td></tr> <tr><td>Email</td><td></td></tr> </table>	Name		Title		Address		Telephone #		Fax #		Email	
Name													
Title													
Address													
Telephone #													
Fax #													
Email													
<b>Bidder's Procurement Business Number (PBN)</b> <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>													
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)													
<b>Former Public Servants</b>  See the Article in Part 5 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?</p> <p>Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"</p> <hr/> <p>Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program?</p> <p>Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"</p>												

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

<p><b>Federal Contractors Program for Employment Equity (FCP EE) Certification:</b></p> <p>If the bidder is exempt, please indicate the basis for the exemption to the right. If the bidder does not fall within the exceptions enumerated to the right, the Program requirements do apply and the bidder is required either to:</p> <p>(a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or</p> <p>(b) submit a valid Certificate number confirming its adherence to the FCP-EE.</p> <p>Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their bid; if this information is not provided in the bid, it must be provided upon request by the Contracting Authority during evaluation.</p> <p>For joint ventures, be sure to provide this information for each of the members of the joint venture.</p>	<p>On behalf of the bidder, by signing below, I also confirm that the bidder <i>[check the box that applies]</i>:</p>	
	<p>(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;</p>	
	<p>(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>;</p>	
	<p>(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$1 million or more), in which case a duly signed certificate of commitment is attached; OR</p>	
	<p>(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).</p>	
<p><b>Number of FTEs</b> [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]</p>		
<p><b>Security Clearance Level of Bidder</b> <i>[include both the level and the date it was granted]</i> <b>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</b></p>		
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> <li>1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</li> </ol>		
<p><b>Signature of Authorized Representative of Bidder</b></p>		

Solicitation No. - N° de l'invitation

47064-139453/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

019ee

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

1000309453

File No. - N° du dossier

019ee47064-139453

CCC No./N° CCC - FMS No./N° VME

**Form 2**

**Substantiation of Technical Compliance Form - Mandatory Requirements**

<b>Article of Statement of requirements that requires substantiation by the Bidder</b>	<b>Bidder Substantiation</b>	<b>Reference to additional Substantiating Materials included in Bid</b>
M1		
M2		
M3		
M4		
M5		
M6		
M7		
M8		
M9		
M10		
M11		
M12		
M13		
M14		
M15		
M16		
M17		
M18		
M19		
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M22		
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M28		
M29		
M30		
M31		
M32		
M33		
M34		
M35		
M36		
M37		

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

M38		
M39		
M40		
M41		
M42		
M43		
M44		
M45		
M46		
M47		
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M73		
M74		
M75		
M76		
M77		

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

47064-139453/A

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File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

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**Form 3****Substantiation of Technical Compliance Form - Rated Requirements**

<b>Article of Statement of requirements that requires substantiation by the Bidder</b>	<b>Max Points available</b>	<b>Bidder Substantiation</b>	<b>Reference to additional Substantiating Materials included in Bid</b>
R1	4		
R2	4		
R3	4		
R4	4		
R5	4		
R6	4		
R7	12		
R8	8		
R9	4		
R10	4		
R11	4		
R12	4		
R13	4		
R14	4		
R15	4		
R16	4		
R17	4		
R18	4		
R19	4		
R20	12		
R21	8		
R22	4		
R23	12		
R24	8		
R25	12		
R26	12		
R27	4		
R28	4		

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

**Form 4**

**OEM Certification Form**

This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.

Name of OEM \_\_\_\_\_

Signature of authorized signatory of OEM \_\_\_\_\_

Print Name of authorized signatory of OEM \_\_\_\_\_

Print Title of authorized signatory of OEM \_\_\_\_\_

Address for authorized signatory of OEM \_\_\_\_\_

Telephone no. for authorized signatory of OEM \_\_\_\_\_

Fax no. for authorized signatory of OEM \_\_\_\_\_

Date signed \_\_\_\_\_

Solicitation Number \_\_\_\_\_

Name of Bidder \_\_\_\_\_

**Form 5**

**Software Publisher Certification Form**

(to be used where the Bidder itself is the Software Publisher)

The Bidder certifies that is the software publisher of all the following software products and components and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*[bidders should add or remove lines as needed]*

Solicitation No. - N° de l'invitation 47064-139453/A	Amd. No. - N° de la modif. 019ee	Buyer ID - Id de l'acheteur 019ee
Client Ref. No. - N° de réf. du client 1000309453	File No. - N° du dossier 019ee47064-139453	CCC No./N° CCC - FMS No./N° VME

**Form 6**

**Software Publisher Authorization Form**

(to be used where the Bidder is not the Software Publisher)

This confirms that the software publisher identified below has authorized the Bidder named below to license its proprietary software products under any contract resulting from the bid solicitation identified below. The software publisher acknowledges that no shrink-wrap or click-wrap or other terms and conditions will apply, and that the contract resulting from the bid solicitation (as amended from time to time by its parties) will represent the entire agreement, including with respect to the license of the software products of the software publisher listed below. The software publisher further acknowledges that, if the method of delivery (such as download) requires a user to "click through" or otherwise acknowledge the application of terms and conditions not included in the bid solicitation, those terms and conditions do not apply to Canada's use of the software products of the software publisher listed below, despite the user clicking "I accept" or signalling in any other way agreement with the additional terms and conditions.

This authorization applies to the following software products:

\_\_\_\_\_

\_\_\_\_\_

*[bidders should add or remove lines as needed]*

Name of Software Publisher (SP) \_\_\_\_\_

Signature of authorized signatory of SP \_\_\_\_\_

Print Name of authorized signatory of SP \_\_\_\_\_

Print Title of authorized signatory of SP \_\_\_\_\_

Address for authorized signatory of SP \_\_\_\_\_

Telephone no. for authorized signatory of SP \_\_\_\_\_

Fax no. for authorized signatory of SP \_\_\_\_\_

Date signed \_\_\_\_\_

Solicitation Number \_\_\_\_\_

Name of Bidder \_\_\_\_\_