

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Travaux publics et Services gouvernementaux  
Canada  
Place Bonaventure, portail Sud-Est  
800, rue de La Gauchetière Ouest  
7 ième étage  
Montréal  
Québec  
H5A 1L6  
FAX pour soumissions: (514) 496-3822

**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><br>DIGITAL PCR SYSTEM  |  |
| <b>Solicitation No. - N° de l'invitation</b><br>6D059-132861/A  | <b>Date</b><br>2013-11-28                    |
| <b>Client Reference No. - N° de référence du client</b><br>6D059-13-2861  |  |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$MTA-350-12510   |  |
| <b>File No. - N° de dossier</b><br>MTA-3-36284 (350)  | <b>CCC No./N° CCC - FMS No./N° VME</b>       |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2014-01-09</b>  |  |
| <b>Time Zone</b><br><b>Fuseau horaire</b><br>Heure Normale du l'Est<br>HNE  |  |
| <b>F.O.B. - F.A.B.</b><br><b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>   |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Cyr, Nicolas   | <b>Buyer Id - Id de l'acheteur</b><br>mta350 |
| <b>Telephone No. - N° de téléphone</b><br>(514) 496-3389 ( )  | <b>FAX No. - N° de FAX</b><br>(514) 496-3822 |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>AGENCE DE LA SANTE PUBLIQUE DU CANADA<br>LABORATORY FOR FOODBORNE ZOONOSSES<br>3400 BOUL CASAVANT OUEST<br>ST-HYACINTHE<br>QUEBEC<br>J2S 8E3<br>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**  
Travaux publics et Services gouvernementaux Canada  
Place Bonaventure, portail Sud-Est  
800, rue de La Gauchetière Ouest  
7 ième étage  
Montréal  
Québec  
H5A 1L6

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

| Item<br>Article | Description  | Dest.<br>Code<br>Dest. | Inv.<br>Code<br>Fact. | Qty<br>Qté | U. of I.<br>U. de D. | Destination<br>FOB/FAM | Plant/Usine  | Delivery Req.<br>Livraison Req. | Del. Offered<br>Liv. offerte |
|-----------------|--|------------------------|-----------------------|------------|----------------------|------------------------|--------------|---------------------------------|------------------------------|
| 1               | DIGITAL PCR SYSTEM<br>ASSET MASTER NUMBER: 1015837<br>REQUEST FOR PROPOSAL: DIGITAL PCR<br>SYSTEM<br>•<br>ZK= 6D056; ZN= HT428<br>•<br>TECHNICAL AUTHORITY:<br>REBECCA GUY<br>3400 BOUL. CASAVANT OUEST<br>ST. HYACINTHE, QC J2S8E3<br>TEL: 450-773-7730 EXT: 141<br>•<br>THE FOLLOWING DOCUMENTS HAVE BEEN<br>PROVIDED FOR REFERENCE:<br>CONTRACT REQUEST FORM<br>STAEMENT OF WORK<br>MANDATORY TECHNICAL CRITERIA. | 6D059                  | 6D059                 | 1          | Chaque               | \$                     | XXXXXXXXXXXX | .                               |                              |

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## TABLE OF CONTENTS

### PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Requirement
3. Debriefings

### PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former Public Servant
4. Enquiries - Bid Solicitation
5. Applicable Laws

### PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

### PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Contract Award

### PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
- 6.. Payment
7. Certifications
8. Applicable Laws
9. Priority of Documents
10. Limitation of Liability - Information Management/Information Technology

### List of Annexes:

- |         |                  |
|---------|------------------|
| Annex A | Requirement      |
| Annex B | Basis of Payment |

Solicitation No. - N° de l'invitation

6D059-132861/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mta350

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

6D059-13-2861

File No. - N° du dossier

MTA-3-36284

CCC No./N° CCC - FMS No/ N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with this bid solicitation.

### **2. Requirement**

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

### **3. Debriefings**

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

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2. Submission of Bids

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

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

### 3. Former Public Servant

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

#### Definitions

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

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

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

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes ( ) No ( )

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes ( ) No ( )

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

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#### **4. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

#### **5. Applicable Laws**

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

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

Section I: Technical Bid (3 hard copies)

Section II: Financial Bid (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### 1.1 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

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

### **1.1 Technical Evaluation**

#### **1.1.1 Mandatory Technical Criteria**

See Annex A

### **1.2 Financial Evaluation**

*SACC Manual* Clause A0222T (2013-04-25), Evaluation of Price

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

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

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## PART 5 - CERTIFICATIONS

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

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

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

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### 1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](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.

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement applicable to this Contract.

### 2. Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2010A (2013-04-25), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

#### 3.2 Supplemental General Conditions

4003 (2010-08-16), Licensed Software apply to and form part of the Contract.

### 4. Term of Contract

#### 4.1 Delivery Date

All the deliverables must be received on or before March 31, 2014.

### 5. Authorities

#### 5.1 Contracting Authority

Name: Nicolas Cyr  
 Title: Supply Specialist  
 Public Works and Government Services Canada  
 Address: Place Bonaventure, Portal South-East  
 800 de la Gauchetiere West, suite 7300  
 Montreal (QC), H5A 1L6  
 Telephone: 514-496-3389  
 Facsimile: 514-496-3822  
 E-mail address: nicolas.cyr@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.

## 5.2 Project Authority

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

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

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

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

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

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

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

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

## 5.3 Contractor's Representative

NAME: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

FACSIMILE NO: \_\_\_\_\_

EMAIL: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$ \_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

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

### 6.2 Limitation of Price

*SACC Manual* clause C6000C (2011-05-16) Limitation of Price

### 6.3 SACC Manual Clauses

H1000C (2008-05-12), Single Payment

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

A9068C (2010-01-11), Government Site Regulations

B1501C (2006-06-16), Electrical Equipment

G1005C (2008-05-12), Insurance

## **7. Certifications**

### **7.1 Compliance**

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## **8. Applicable Laws**

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

## **9. Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4003 (2010-06-16), Licensed Software;
- (c) the general conditions 2010A (2013-04-25), General Conditions - Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment
- (f) the Contractor's bid dated \_\_\_\_\_

## **10. Limitation of Liability - Information Management/Information Technology**

1. 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 section, even if it has been made aware of the potential for those damages.

### **2. First Party Liability:**

A) 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:

- i.any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
- ii.physical injury, including death.

B) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.

C) 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.

D) 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 (a) above.

E) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:

- i. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including Applicable Taxes) for the goods and services affected by the breach of warranty; and
- ii. 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 either in whole or in part for default, up to an aggregate maximum for this subparagraph (ii) of the greater of \_\_\_\_\_ times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block 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 \$\_\_\_\_\_. (Insert the amount from the appropriate commodity grouping.)

In any case, the total liability of the Contractor under paragraph (e) will not exceed the total estimated cost (as defined above) for the Contract or \$\_\_\_\_\_, (insert the dollar amount entered in subparagraph (ii)), whichever is more.

F) 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.

### 3. Third Party Claims:

A) 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.

B) 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 paragraph (a), 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.

C) The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

# ANNEX A

## REQUEST FOR PROPOSAL

### Statement of Work Digital PCR System 6D059-13-2861

#### **Purpose:**

The purchase of a digital PCR system meeting the specifications described below will enhance lab capacity in support of expanding food and water safety surveillance by the Public Health Agency of Canada, Laboratory for Foodborne Zoonoses in St-Hyacinthe, Québec. The digital system will complement high throughput molecular-based diagnostic platforms. Digital PCR provides absolute quantification and capacity to validate current real-time PCR assays. The equipment will be used for rapidly quantifying low target numbers of important foodborne pathogens, such as *E. coli* O157:H7 and other VTEC, *Campylobacter* and parasites, that are found in very low concentrations, in complex food and environmental samples that contain PCR inhibitors. The great sensitivity will allow detection of low numbers of organisms in the presence of high concentrations of other organisms. It will also be used to validate novel filtration and microfluidic pathogen concentration methods in development, and to standardize assays and DNA references for real time PCR diagnostics using high throughput platforms.

#### **System Description:**

The system will be able to prepare greater than 5,000,000 picoliter-volume PCR reactions with primer-probe sets. The resulting PCR reactions must be prepared in a format that is compatible with thermocycling using standard laboratory thermocyclers. The system has to be suitable for a range of digital PCR applications including: rare variant/mutation detection in the presence of high wild-type background, residual disease monitoring, assessing tumor heterogeneity, copy number analysis, gene expression analysis, SNP detection, and the assessment of DNA quality on FFPE and other degraded sample types.

## **MANDATORY SPECIFICATIONS:**

### **A) Requirements:**

1. The digital PCR system must enable more than 5,000,000 individual PCR reactions. Each reaction is ~ 5 picoliters.
2. The system must have superior sensitivity with proven ability to detect 1 mutant amongst 200,000 wild-type molecules.
3. The system must have proven ability to conduct at least 10 tests on the same sample to enable detection of target genes for multiple pathogens, microbial indicators and virulence factors in the same sample.
4. The system must have a very broad detection range, minimum 6 log detection, to ensure 0 or 1 target per droplet, for accurate quantification of high and very low concentrations of microbial indicators and pathogens in the same sample.
5. The system must have a closed tube design and workflow to eliminate contamination or carryover and prevent sample loss to enable accurate quantification of low copy number targets within the sample.
6. The system is compatible with genomic DNA, fresh frozen or FFPE tissue DNA and cDNA.
7. There must be separate instruments for pre and post PCR processing that can be housed in different rooms to minimize contamination, and the instruments must have small footprints due to extreme limitations in laboratory space.
8. The system must use a proven picodroplet technology platform using droplet chemistry to generate droplets that are stable against coalescence for greater than 50 cycles of PCR.
9. The system must have quality control during droplet formation.
10. The system must have the ability to recover DNA when droplet fails.
11. The system must be flexible to enable use of different qPCR reagents so that our current assays will be useable in ddPCR with minimal modification.
12. The instruments must have integrated universal barcoded cartridges for recording details of reagents, chips and samples processed on the instrument.

**B) Software and Computer Requirements:**

1. The system must provide a software package for programming and analysis.
2. The system must have integrated imaging hardware and image analysis software for real-time analysis of droplet generation and processing, and provide ability to recover DNA when droplet fails.
3. The system must have remote assist software for technical support, troubleshooting and diagnostics in consultation with vendor service and support personnel.

**C) Additional Requirements:**

1. Installation and training for five people must be provided (in English or French).
2. Contractor must include on-site start up training that includes operation and maintenance of equipment and use of software. Training must occur no later than 4 weeks after installation.
3. Service must be provided by a fully-trained manufacturer-employed field service technician.

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|     | <p align="center"><b><u>REQUEST FOR PROPOSAL</u></b></p> <p align="center"><b>MANDATORY TECHNICAL CRITERIA</b><br/> <b>For a DIGITAL PCR SYSTEM</b><br/> <b>6D059-13-2861</b></p>  | Supplier<br>Reference<br>Section and<br>Page# of<br>Technical<br>compliance |
|     | <b>REQUIREMENTS:</b>   |   |
| 1.  | The digital PCR system must enable more than 5,000,000 individual PCR reactions. Each reaction is ~ 5 picoliters.  |   |
| 2.  | The system must have superior sensitivity with proven ability to detect 1 mutant amongst 200,000 wild-type molecules.  |   |
| 3.  | The system must have proven ability to conduct at least 10 tests on the same sample to enable detection of target genes for multiple pathogens, microbial indicators and virulence factors in the same sample.                             |   |
| 4.  | The system must have a very broad detection range, minimum 6 log detection, to ensure 0 or 1 target per droplet, for accurate quantification of high and very low concentrations of microbial indicators and pathogens in the same sample. |   |
| 5.  | The system must have a closed tube design and workflow to eliminate contamination or carryover and prevent sample loss to enable accurate quantification of low copy number targets within the sample.                                     |   |
| 6.  | The system is compatible with genomic DNA, fresh frozen or FFPE tissue DNA and cDNA.   |   |
| 7.  | There must be separate instruments for pre and post PCR processing that can be housed in different rooms to minimize contamination, and the instruments must have small footprints due to extreme limitations in laboratory space.         |   |
| 8.  | The system must use a proven picodroplet technology platform using droplet chemistry to generate droplets that are stable against coalescence for greater than 50 cycles of PCR.   |   |
| 9.  | The system must have quality control during droplet formation.   |   |
| 10. | The system must have the ability to recover DNA when droplet fails.  |   |
| 11. | The system must be flexible to enable use of different qPCR reagents so that our current assays will be useable in ddPCR with minimal modification.  |   |
| 12. | The instruments must have integrated universal barcoded cartridges for recording details of reagents, chips and samples processed on the instrument.   |   |

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|    | <b>SOFTWARE AND COMPUTER REQUIREMENTS</b>  |  |
| 1. | The system must provide a software package for programming and analysis.   |  |
| 2. | The system must have integrated imaging hardware and image analysis software for real-time analysis of droplet generation and processing, and provide ability to recover DNA when droplet fails. |  |
| 3. | The system must have remote assist software for technical support, troubleshooting and diagnostics in consultation with vendor service and support personnel.                                    |  |
|    |  |  |
|    | <b>ADDITIONAL REQUIREMENTS:</b>  |  |
| 1. | Installation and training for five people must be provided (in English or French).   |  |
| 2. | Contractor must include on-site start up training that includes operation and maintenance of equipment and use of software. Training must occur no later than 4 weeks after installation.        |  |
| 3. | Service must be provided by a fully-trained manufacturer-employed field service technician.  |  |

# ANNEX B

## BASIS OF PAYMENT

Digital PCR System: \_\_\_\_\_ \$

Software package: \_\_\_\_\_ \$

Installation and training (five people): \_\_\_\_\_ \$

**TOTAL :** \_\_\_\_\_ \$