

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**800 Burrard Street, 2nd Floor  
800, rue Burrard, 2e étage  
Vancouver, BC V6Z 0B9  
Bid Fax: (604) 775-7526**

## 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> Digital PCR System	
<b>Solicitation No. - N° de l'invitation</b> 01550-140394/A	<b>Date</b> 2013-11-29
<b>Client Reference No. - N° de référence du client</b> 01550-140394	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$VAN-532-7148	
<b>File No. - N° de dossier</b> VAN-3-36210 (532)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-01-13</b>	<b>Time Zone Fuseau horaire</b> Pacific Standard Time PST
<b>F.O.B. - F.A.B.</b> <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> Takasaki, Alan H.	<b>Buyer Id - Id de l'acheteur</b> van532
<b>Telephone No. - N° de téléphone</b> (604) 775-7605 ( )	<b>FAX No. - N° de FAX</b> (604) 775-7526
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> DEPARTMENT OF AGRICULTURE AND AGRI-FOOD PACIFIC AGRI-FOOD RESEARCH CENTRE PO BOX 5000 4200 HIGHWAY 97 SUMMERLAND British Columbia V0H1Z0 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**

Public Works and Government Services Canada - Pacific  
Region  
800 Burrard Street, 12th Floor  
800, rue Burrard, 12e étage  
Vancouver, BC V6Z 0B9

<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 (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>

## 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. Enquiries - Bid Solicitation
4. 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. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. SACC Manual Clauses
12. Warranty

### List of Annexes:

- Annex A Requirement  
Annex B Basis of Payment

### Forms

- FORM A Bid Submission Form  
FORM B Technical Compliance Form

Solicitation No. - N° de l'invitation

01550-140394/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

van532

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01550-140394

File No. - N° du dossier

VAN-3-36210

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.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

### 2. Submission of Bids

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

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than fifteen (15) 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 British Columbia.

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

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

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

- Section I: Technical Bid ( 2 hard copies)
- Section II: Financial Bid ( 1 hard copy)
- Section III: Certifications (1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

## Section I: Technical Bid

The technical bid consists of the following:

- a. **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, 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.
- b. **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance of the Bidder and its proposed solution with the specific articles of Annex A (Requirement) identified in the Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. 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, the Bidder will be declared 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.

## Section II: Financial Bid

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

**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.

**1.1 Exchange Rate Fluctuation**

C3011T (2010-01-11), Exchange Rate Fluctuation

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION****1. Evaluation Procedures**

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

**1.1 Technical Evaluation****1.1.1 Mandatory Technical Criteria**

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation identified 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.

The mandatory technical requirements are described in Annex A

**1.2 Financial Evaluation**

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

The financial evaluation total will be based on the aggregate total of Table B.1 in Annex B.

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

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

**PART 5 - CERTIFICATIONS**

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

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

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

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

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

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

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](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 \(HRSDC\)](http://www.hrsdc.gc.ca) - 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](http://www.hrsdc.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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 supply and delivery of a Digital PCR (Polymerase Chain Reaction) System, in accordance with the Requirement at Annex "A".

### **3. Standard Clauses and Conditions**

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

### **3.1 General Conditions**

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

### **4. Term of Contract**

#### **4.1 Complete Delivery**

The Contractor must make the complete delivery within \_\_\_\_\_ weeks from the effective date of the Contract.

Complete delivery must be no later than March 31, 2014



## 4.2 Optional Goods and /or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

## 4.3 SACC Manual clause D0018C (2007-11-30) Delivery and Unloading

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Alan Takasaki  
 Title: Supply Specialist  
 Public Works and Government Services Canada  
 Acquisitions Branch Vancouver  
 Address: 219-800 Burrard Street, Vancouver, BC  
 Telephone: (604) 775-7605 Facsimile: (604)775-7526  
 E-mail address: al.takasaki@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 (to be completed at Contract award)

The Project Authority for the Contract is:

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: \_\_\_\_\_

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

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

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

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

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

## 6. Payment

### 6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit 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 Single Payment

SACC *Manual* clause H1000C (2008-5-12) Single Payment

## 7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 8. Certifications

### 8.1 Compliance

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

## 9. Applicable Laws

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

## 10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2013-04-25) - Goods (Medium Complexity),;
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on \_\_\_\_\_” or “, as amended on \_\_\_\_\_” and insert date(s) of clarification(s) or amendment(s)*)

## 11. SACC Manual Clauses

B7500C (2006-06-16) Excess Goods

## 12. Warranty

### 12.1 Warranty - Contractor responsible for all costs

Section 09 entitled Warranty of general conditions 2010A is amended by deleting subsection 2 in its entirety and replacing it with the following:

2. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

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**ANNEX "A"**  
**REQUIREMENT****Digital PCR (Polymerase Chain Reaction) System**  
**Specifications****Requirement:**

Agriculture and Agri-Food Canada, Research Centre, Summerland, BC (AAFC-Summerland) requires a Digital PCR system that can perform assays for gene expression, mutation detection, absolute quantitation, plant pathogen detection and next generation sequencing (NGS) library quantitation.

The digital PCR platform must have high accuracy, sensitivity and precision and simple to use at any experience level.

**Minimum mandatory specifications:**

1. The system must include instrument control software, data analysis software and all necessary accessories for assays in gene expression, mutation detection, absolute quantitation, plant pathogen detection and NGS library quantitation.
2. The system must accurately measure molecular concentration without a molecular standard or a reference gene.
3. The system must convert a 20 µl PCR sample into a minimum of 20, 000 partitions.
4. The system must have flexibility to amplify single sample or multiple samples up to 48 samples in combination.
5. The system must conduct pre-validated assays.
6. The system must have a linear dynamic range of five orders of magnitude for detection of input samples.
7. The system must include a minimum of one-year onsite warranty.

## ANNEX "B" BASIS OF PAYMENT

### Pricing for a Digital PCR (Polymerase Chain Reaction) System:

Pricing must be an all inclusive firm lot ceiling price for all costs for hardware, shipping and unloading, duties and applicable taxes for a Digital PCR System complete with all equipment and miscellaneous items required to meet all the mandatory specifications in Annex A.

Any other costs not identified herein but are required to complete this requirement must be included in the Firm Lot Ceiling Prices.

**Table B.1**

Item #	Description	Qty	U of I	Firm Lot Ceiling Price
1	Digital PCR System	1	lot	\$

Provide pricing if not already included in Item #1

2	1 year onsite Warranty (Article 12 of Contract)	1	lot	\$
<b>Subtotal B.1</b>				\$

Solicitation No. - N° de l'invitation

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CCC No./N° CCC - FMS No/ N° VME

01550-140394

VAN-3-36210

**FORMS****FORM A - Bid Submission Form**

BID SUBMISSION FORM		
<b>Bidder's full legal name</b>		
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
<b>Bidder's Procurement Business Number (PBN)</b> [see the Standard Instructions 2003]		
<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>Signature of Authorized Representative of Bidder</b>		

Solicitation No. - N° de l'invitation

01550-140394/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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

01550-140394

File No. - N° du dossier

VAN-3-36210

CCC No./N° CCC - FMS No/ N° VME

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## **FORM B - Technical Compliance Form**

Attached at the end of this RFP

Solicitation No. - N° de l'invitation

01550-140394/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

van532

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

01550-140394

File No. - N° du dossier

VAN-3-36210

CCC No./N° CCC - FMS No/ N° VME

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**NOTE TO BIDDERS:** Please use ONE of the two mailing labels below and affix it securely to the outside of the envelope or package containing your bid submitted by mail or courier. For bids submitted by facsimile (Bid receiving fax (604) 775-7526), use this sheet as the cover sheet. Always ensure your company name, return address, open bidding solicitation number and closing date appear legibly on the outside of your bid submission.

**AVIS AUX FOURNISSEURS:** Pour le retour par la poste ou par messenger, veuillez utiliser UNE des étiquettes d'envoi ci-dessous et apposez-la à l'extérieur de votre enveloppe ou du colis contenant votre offre. Pour les offres soumises par télécopieur (n° du télécopieur pour la réception des offres: (604) 775-7526), utilisez cette page comme bordereau de télécopie. Assurez-vous que le nom de votre compagnie, l'adresse de retour, le numéro de l'invitation ouverte à soumissionner et la date de clôture soient lisibles à l'extérieur de votre offre.

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**Bid Receiving**  
**Public Works & Government Services Canada**  
**2nd FLOOR - 800 BURRARD STREET**  
**VANCOUVER BC V6Z 0B9**

**Solicitation No. : 01550-140394/A**

**Solicitation Closes at : 2:00 PM PT**  
**on : January 13, 2014**

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**Réception des soumissions**  
**Travaux publics et services gouvernementaux Canada**  
**800 rue Burrard, 2e étage**  
**Vancouver (C.-B) V6Z 0B9**

**N° de l'invitation : 01550-140394/A**

**La réception des soumissions prend fin le : janvier 13, 2014**  
**à : 14:00 PT**

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Form B: Substantiation of Technical Compliance Form				
Sec	Description	Comply		Comments / References page #
		Yes	No	
	The digital PCR platform must have high accuracy, sensitivity and precision and simple to use at any experience level.			
	Minimum mandatory specifications:			
1	The system must include instrument control software, data analysis software and all necessary accessories for assays in gene expression, mutation detection, absolute quantitation, plant pathogen detection and NGS library quantitation.			
2	The system must accurately measure molecular concentration without a molecular standard or a reference gene.			
3	The system must convert a 20 µl PCR sample into a minimum of 20,000 partitions.			
4	The system must have flexibility to amplify single sample or multiple samples up to 48 samples in combination.			
5	The system must conduct pre-validated assays.			
6	The system must have a linear dynamic range of five orders of magnitude for detection of input samples.			
7	The system must include a minimum of one-year onsite warranty.			