

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
**Room 100,
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6
Bid Fax: (204) 983-0338**

**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

Title - Sujet Digital PCR System	
Solicitation No. - N° de l'invitation 5K003-161466/A	Date 2015-07-29
Client Reference No. - N° de référence du client 5K003-161466	
GETS Reference No. - N° de référence de SEAG PW-\$WPG-207-9546	
File No. - N° de dossier WPG-5-38059 (207)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-08-20	
Time Zone Fuseau horaire Central Daylight Saving Time CDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Parker, LaVona	Buyer Id - Id de l'acheteur wpg207
Telephone No. - N° de téléphone (204) 984-2351 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CANADIAN GRAIN COMMISSION GRAIN RESEARCH LAB 1404-303 MAIN ST WINNIPEG Manitoba R3C3G8 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 - Western
Region
Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6

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

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APPENDIX A1
MANDATORY TECHNICAL SPECIFICATIONS MATRIX

Spec Section	Description	Status	Bidder Response	Bidder Cross Reference (SIR)	What's expected in your proposal
	The Canadian Grain Commission's (CGC) Grain Research Laboratory (GRL) has a requirement for the supply, installation and training of one (1) Digital PCR (polymerase chain reaction) System		Note: It's a mandatory requirement that the bidder meets all of the mandatory specifications as identified under Appendix "A1". Failure to meet the mandatory requirements addressed in this Appendix will result in your proposal being deemed non-responsive and it shall not be given any further consideration in the evaluation process.		
		STATUS : M= Mandatory			
1	Part 1: GENERAL PERFORMANCE SPECIFICATIONS				
1.1	All equipment shall be new (not previously used for demonstration or loan), in that it shall not include refurbished equipment, and in that all equipment shall be the most recent model available.	M			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
1.2	The instrument shall be composed of standard equipment requiring no further research or development, shall be a model in current production and conform to the current issue of the applicable specification and/or part number of the Original Equipment Manufacturer.	M			
1.3	The system must be completely installed within four weeks of delivery.	M			
1.4	The Bidder must be an Authorized seller for the Unit they are offering to the Crown.	M			
2	Part 2: INSTRUMENT SPECIFICATIONS				
2.1	The system must include a component to separate each sample into partitions and a reader to measure fluorescence of individual partitions following PCR amplification and count partitions according to fluorescence state.	M			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
2.2	The system must be capable of processing up to a minimum of 96 samples per run (partitioning and reading).	M			
2.3	The number of partitions per sample with a 20 µL sample reaction mixture volume must be at minimum 14,000 percision.	M			
2.4	The system must be capable of partitioning 96 samples in less than one hour, unattended.	M			
2.5	The system must be compatible with hydrolysis probe (TaqMan) genotyping chemistry.	M			
2.6	The reader must have at least two detection channels and be compatible with FAM (6-carboxyfluorescein) and VIC (fluorophore proprietary to Applied Biosystems) fluorophores.	M			
2.7	The reader must analyze 96 samples in less than 3 hours, unattended.	M			
2.8	The system must include licensed instrument control and data analysis software. Data analysis software must be licensed for at least five users.	M			

LEGEND: M=Mandatory; I=Information; D=Desirable

APPENDIX A1
MANDATORY TECHNICAL SPECIFICATIONS MATRIX

Spec Section	Description	Status	Bidder Response	Bidder Cross Reference (SIR)	What's expected in your proposal
2.9	Software must be compatible with Windows 7, 64 bit.	M			
2.10	Data analysis software must display fluorescence measurement per partition in two fluorophore channels.	M			
2.11	Software must be able to combine data from replicate samples within a run.	M			
2.12	Data analysis software must determine target copy numbers from counts of positive and negative partitions according to a Poisson distribution.	M			
2.13	Results must be exportable as a .csv or other text file.	M			
2.14	Total cost of consumables, including all reagents (except primers and probes) and all other required consumable materials, must not exceed \$5.00 per sample for a 20µL sample reaction mixture volume.	M			
3	Part 3: ELECTRICAL SPECIFICATIONS				
3.1	Instrument electrical requirements must be 110/120 v; 50/60 Hz. It must include all electrical cords and plugs and require no alterations to be compatible with standard Canadian 3-prong grounded electrical sockets.	M			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
3.2	The equipment must be approved by the Canadian Standards Association (CSA).	M			
4	Part 4: DELIVERY, INSPECTION, PACKAGING				
4.1	FOB Destination: Room 1479, 303 Main Street, Winnipeg, Manitoba.	M			Confirm your commitment to meet these requirements.
4.2	Inspection and acceptance will be done in Winnipeg to the satisfaction of the Designated User or an authorized representative. The acceptance testing will include using the equipment in a variety of applications to ensure it operates to the performance standards listed herein. Acceptance at this time in no way limits the performance expected throughout the lifetime of the equipment or the obligations of the vendor during the warranty period.	M			
4.3	Packaging and shipping are to be in accordance with the industry standard for all items in order to ensure their safe arrival at destination. Packing slips shall accompany each shipment. The Contractor will be responsible for the safe delivery, installation and obtaining acceptance of the Unit.	M			

LEGEND: M=Mandatory; I=Information; D=Desirable

APPENDIX A1
MANDATORY TECHNICAL SPECIFICATIONS MATRIX

Spec Section	Description	Status	Bidder Response	Bidder Cross Reference (SIR)	What's expected in your proposal
5	Part 5: DOCUMENTATION & MANUALS				
5.1	Documentation/Technical Manuals. The Contractor shall provide a complete and current set of end-user documentation with each system delivered. Also must provide technical reference manuals from the Original Equipment Manufacturer (OEM) for each item delivered. Manuals must be in English.	M			Confirm your commitment to meet these requirements.
6	Part 6: TRAINING				
6.1	On-site training for up to three Canadian Grain Commission technicians and/or biologists must be provided by a qualified service engineer. Training must include at least 4 hours of instruction on operation of the instrument and features of the operating/data handling software.	M			Confirm your commitment to meet these requirements.
7	Part 7: WARRANTY				
7.1	A twelve month full warranty period shall begin on the date of acceptance of the system.	M			Provide detailed documentation, brochures with proposal to demonstrate compliance with the specifications of the solicitation.
7.2	Warranty must include provision of on-site service to Canadian Grain Commission at the Grain Research Laboratory located in Winnipeg, Manitoba and must use vendor-employed, vendor-trained certified field service engineers	M			
7.3	The warranty must cover all non-consumable hardware, parts and freight; labor, travel, lodging and associated costs of service technicians.	M			
7.4	Warranty period must provide telephone consultation, without charge, for system operations and troubleshooting.	M			

LEGEND: M=Mandatory; I=Information; D=Desirable

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PART 1 - GENERAL INFORMATION

1.1 Requirement

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

1.2 Debriefings

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

1.3 Trade Agreements

The requirement is subject to a preference for Canadian goods and/or services.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 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.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

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

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

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

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

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

Section I: Technical Bid

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

Section II: Financial Bid

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

3.1.1 Exchange Rate Fluctuation

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

- (a) Ability to perform the full scope of work as described in Annex A – Requirement
- (b) Provision of pricing as detailed in Annex B - Basis of Payment

4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price

4.2 Basis of Selection

4.2.1 *SACC Manual* Clause A0031T (2014-06-26), Basis of Selection – Mandatory Technical Criteria

PART 5 - CERTIFICATIONS

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

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

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

5.1 Certifications Precedent to Contract Award and Certifications Required with the Bid

5.1.1 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions [2003](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

5.1.2 Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

() the good(s) offered are Canadian goods as defined in paragraph 1 of clause [A3050T](#).

5.1.2.1.1 SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

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PART 6 - RESULTING CONTRACT CLAUSES

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

6.1.1 There is no security requirement applicable to this Contract.

6.2 Requirement

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010A (2015-07-03), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

4001 (2015-04-01) Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract
4003 (2010-08-16) Licensed Software, apply to and form part of the Contract

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before December 1, 2015.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: LaVona Parker
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 100-167 Lombard Avenue
Winnipeg, MB R3B 0T6

Telephone: 204-984-2351
Facsimile: 204-983-7796

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E-mail address: Lavona.parker@pwgsc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is:

Name: TBA

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.

6.5.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a *firm unit price(s) as specified in Annex B* for a cost of \$ _____. Customs duties are *included*, and Applicable Taxes are extra.

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

6.6.3 Payment

SACC Manual Clause H1000C

2008-05-12

Single Payment

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6.6.4 SACC Manual Clauses

C2000C 2007-11-30 Taxes-Foreign-based Contractor

C2605C 2008-05-12 Canadian Customs Duties and Sales Tax – Foreign-based Contractor

6.7 Invoicing Instructions

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.

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

6.8 Certifications

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.8.2 SACC Manual Clauses

A3060C 2008-05-12 Canadian Content

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4001 (2015-04-01), Hardware Purchase, Lease and;
- (c) the supplemental general conditions 4003 (2010-08-16), Licensed Software
- (d) the general conditions 2010A, (2014-11-27), General Conditions – Goods (Medium Complexity)
- (e) Annex A, Requirement;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Insurance
- (h) the Contractor's bid dated _____ (*insert date of bid*)

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6.11 SACC Manual Clauses

A9068C (2010-01-11) Government Site Regulations

B1501C (2006-06-16) Electrical Equipment

B7500C (2006-06-16) Excess Goods

C5201C (2008-05-12) Prepaid Transportation Costs

D5328C (2008-05-12) Inspection and Acceptance

6.12 Insurance

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

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

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

ANNEX "A"

REQUIREMENT

The Canadian Grain Commission's (CGC) Grain Research Laboratory (GRL) has a requirement for the supply, installation, and training for one (1) digital PCR (polymerase chain reaction) system, including software for the assessment of absolute counts of target DNA molecules and DNA mixtures.

The digital PCR system consists of two primary components: an instrument to distribute each sample reaction mixture among a large number of partitions, each of which may support and individual PCR, and a reader that detects fluorescence from each individual partition following PCR amplification and counts partitions according to fluorescence state. The system must be compatible with TaqMan genotyping chemistry and must be capable of processing up to 96 samples per run (partitioning and reading)

COMPLIANCE MATRIX – MANDATORY TECHNICAL SPECIFICATIONS

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

1. Bidders **must** show compliance by addressing each performance specification in the Compliance Matrix, whether the product "meets or "doesn't meet".
2. Bidders are to clearly demonstrate compliance with the mandatory technical specifications. Bidders **MUST** respond with complete specifications and/or descriptive literature of the equipment being offered.
3. The complete descriptive literature should be submitted with the proposal but may be submitted afterwards. If the complete specification and/or literature is not submitted as requested, The Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that period of time will render the bid non-responsive.
4. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manual or brochures not submitted with the bid.
5. Bidders must address any concerns with the Technical Specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal (RFP) document.

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ANNEX "B"

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 below. Applicable taxes are extra, if applicable, and to be shown as a separate item on any resulting invoice.

Pricing is firm unit price including all costs associated with providing the requirement in accordance with Annex A, including all customs duties, FOB destination.

When completed, the Basis of Payment will be considered as the Bidders Financial Bid.

Bidder must indicate if your bid is in Canadian Dollars or US dollars.

Bids will be evaluated in Canadian dollars using the Bank of Canada conversion rate of the losing date of the Bid Solicitation.

Item	Description	Qty	Unit of Issue	Unit Price
1	Digital PCR system in accordance with mandatory technical specifications detailed in Annex A. Includes: 12 month warranty Technical manual Installation	1	Each	\$
2	Digital PCR training for a minimum of 4 hours for CGC technologist and/or biologists	1	Each	\$
3	Delivery Charges: shipping and handling charges, including off loading charges, FOB destination	1	Each	\$
4			SUB TOTAL	\$
5			GST	\$
6			TOTAL	\$

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ANNEX "C" INSURANCE

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:

Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

Employees and, if applicable, Volunteers must be included as Additional Insured.

Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an

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Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.