



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

**Bid Receiving - PWGSC / Réception des  
soumissions → TPSGC**  
11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau  
Gatineau  
Quebec  
K1A 0S5

**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> Increased Testing Capacity/COVID-19 Augmentation de la capacité de dépistage/COVID-19	
<b>Solicitation No. - N° de l'invitation</b> H1051-204342/A	<b>Date</b> 2021-01-18
<b>Client Reference No. - N° de référence du client</b> H1051-204342	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$AC-007-79580	
<b>File No. - N° de dossier</b> ac007.H1051-204342	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Standard Time EST <b>on - le 2021-01-28</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Paquin(acdiv), Claudine	<b>Buyer Id - Id de l'acheteur</b> ac007
<b>Telephone No. - N° de téléphone</b> (613) 858-9042 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**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**

Scientific Procurement Division/ Division de  
l'approvisionnement scientifique  
Place Du Portage → Phase III  
11 rue Laurier  
Gatineau  
Gatineau  
K1A 0S5

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

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## Increased Testing Capacity For COVID-19

### PART 1 – GENERAL INFORMATION

#### 1.1 Introduction

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

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

The Attachments include Technical Criteria, Non-Disclosure Agreement and Additional Certifications Precedent to Contract Award.

The Annexes include the Statement of Work.

#### 1.2 Summary

To limit the spread of COVID-19, the federal government is seeking to increase capacity to collect and process samples from predominantly asymptomatic patients by Polymerase Chain Reaction (PCR) test from a minimum of 10,000 tests per day to up to 100,000 tests per day at a national level. This additional capacity will be deployed as needed, including but not limited to: federal and provincial surge support; testing at ports of entry; and during quarantine periods in one (1) or more of the following regions:

- Western (British Columbia, Alberta, Saskatchewan, Yukon, and Northwest Territories);
- Central (Manitoba, Ontario, Quebec, and Nunavut); and
- The Maritimes (New Brunswick, Nova Scotia, Newfoundland and Labrador, and Prince Edward Island).

Multiple contracts per region may be awarded as a result of this bid solicitation.

The resulting contract(s) will not include deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to be treated as a separate procurement not forming part of the bid solicitation.

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### **1.3 Trade agreements**

The requirement is not subject to the provisions of the National or International Trade Agreements.

### **1.4 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.

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## 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) (<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 (2020-05-28), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 4 of Section 05, Submission of Bids, of Standard Instructions 2003 incorporated by reference above, is amended as follows:

Delete: 60 days

Insert: 90 calendar days.

### 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.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR), the address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the Bidder is using its own licensing agreement for epost Connect.

Bids transmitted to PWGSC by electronic mail will not be accepted.

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the answers and, as applicable, information required in Attachment 1 to Part 5 before contract award.

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 2 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.5 Applicable Laws

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

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.

## 2.6 Bid Challenge and Recourse Mechanisms

2.6.1 Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

2.6.2 Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

2.6.3 Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process

## 2.7 SACC Manual Clauses

A7035T (2007-05-25), List of Proposed Subcontractors

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## PART 3 – BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- a) Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.
- b) The bid must be separated as follows:  
  
Section I: Technical Bid  
Section II: Certifications
- c) If the Bidder chooses to submit its bid electronically using the epost Connect service provided by Canada Post Corporation:
  - o Canada requests that the bidder submits its bid in accordance with section 08, Transmission by facsimile or by epost Connect, of the 2003 standard instructions. Sub-section 2, epost connect, contains instructions and conditions;
  - o The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.
- d) The Bidder can bid on more than one region for the work specified in the Statement of Work, in Annex A.
- e) No prices must be indicated in the bid.

#### Section I: Technical Bid

In their technical bid, bidders should demonstrate and describe in a thorough, concise and clear manner and in sufficient depth how it meets the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient.

In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### Section II: Certifications

In Section II of their bid, bidders should provide the certifications required under Part 5 and, as applicable, any associated additional information.



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## PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Phased Bid Compliance Process

##### 4.1.1.1 General

- (a) Canada will conduct the Phased Bid Compliance Process (PBCP) described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE II THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses

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are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### 4.1.1.2 Phase I: Technical Bid

- (a) Canada's review at Phase I will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase I.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase I will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase I. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase I permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the

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Bid at Phase I only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase I to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.

- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase I, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II evaluation.

#### **4.1.1.3 Phase II: Final Evaluation of the Bid**

- (a) In Phase II, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase I. Bids will be assessed in accordance with the entire requirement of the bid solicitation.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

### **4.1.2 Technical Evaluation**

#### **4.1.2.1 Joint Venture Experience**

- a. Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- b. A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot

indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- c. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- o Contracts all signed by A;
- o Contracts all signed by B; or
- o Contracts all signed by A and B in joint venture, or
- o Contracts signed by A and contracts signed by A and B in joint venture, or
- o Contracts signed by B and contracts signed by A and B in joint venture.

that show in total 100 billable days.

- d. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

#### 4.1.2.2 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

The Phased Bid Compliance Process will apply to all mandatory technical criteria.

#### 4.1.2.3 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4.

Point-rated technical criteria not addressed will be given a score of zero.

#### 4.1.3 Basis of Selection – Qualification Based Selection

- a. A selection process utilizing a Qualification Based Selection (QBS) methodology is structured as follows:

<b>Stage One: Technical Evaluation</b>	
	One Phase Evaluation
<b>Stage Two: Project Review and Discussion</b>	
Step I	Refine Requirements

Step II

Price Proposal

- b. Under Stage One, all Bidders will be evaluated against the Mandatory Technical Criteria, as per section 4.1.2.2.
- c. Each bid that comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria will be evaluated against the Point Rated Technical Criteria, as per section 4.1.2.3.
- d. If Canada decides to proceed with Stage Two, Bidders that have received highest total technical scores under Stage One will receive a written invitation from the Contracting Authority to proceed to Stage Two.
- e. Under Stage Two, Bidders will be involved in discussions to refine the Statement of Work under Step I and will then be invited to submit a Price Proposal under Step II.
- f. Each Bidder that has been recommended for Stage Two is expected to fully substantiate its Price Proposal. A combination of the Technical Proposal, the Record of Discussion and Price Proposal will constitutes each Bidder's final proposal.

#### 4.3.1 Terms of Engagement for Stage Two

- a. Prior to the commencement of Stage Two, the Bidders must ensure their authorized representatives participating in Stage Two agree to the processes described herein, and must complete and submit Attachment 2 to Part 4 - Non-Disclosure Agreement (NDA) to the Contracting Authority signed by each authorized representative participating on their behalf.
- b. Canada will not reimburse the Bidders, any person or entity for any cost incurred in participating in Stage Two including but not limited to travel costs.
- c. The Bidders must not reveal, discuss or disclose any information to the media regarding the procurement, except to confirm publicly available information. If the Bidders receive a question from the media related to non-public information on the procurement, they must direct the media to contact the PWGSC Media Relations Office at 819-420-5501 or [media@tpsgc-pwgsc.gc.ca](mailto:media@tpsgc-pwgsc.gc.ca).
- d. The continuous compliance with the certifications provided by the Bidders in its response to the RFP and the ongoing cooperation in providing associated information are conditions of participating to Stage Two. Certifications are subject to verification by Canada during the entire evaluation. If the Bidder does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Bidder is untrue, whether made knowingly or unknowingly, Canada has the right to terminate the Bidder's participation to Stage Two.

#### 4.3.2 Stage Two, Step I – Refine Requirements

- a. Once the Bidders have been identified by Canada, if Canada decides to proceed with the next step, the Bidders will receive a written invitation from the Contracting Authority to enter into discussions to refine the Statement of Work. Canada may discuss any aspect of the Bidder's Proposal including work plan, scheduling, and other project related issues. Canada may consider any aspect of the Proposal, including innovative ideas and alternative approaches, which may reduce initial or future costs related to the project. Other factors that can affect the project may also be identified.
- b. It is expected that Stage Two, Step I will conclude within 15 days of notification to the Bidder, or any such period as Canada deems reasonable. In the event Stage Two, Step 1 exceeds 15 days, Canada, in its sole discretion, may terminate said discussions and continue Stage Two with other

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Bidders that have obtained high technical score. Bidders invited to participate in Stage Two should, therefore, be prepared to provide requested information in a timely fashion and to conduct discussions expeditiously.

- c. These discussions shall not substantially alter the original scope of services as described in the Statement of Work or affect the terms of the contract. The result of these discussions shall be incorporated in a "Record of Discussion" which will form part of the contract.
- d. If the final scope of services is agreed to and documented under the Record of Discussion, Canada and the Bidder will proceed to Stage Two, Step II.
- e. Canada reserves the right to discuss price during Step I, similarly, proceeding to Step II does not prevent Canada from further refining the scope of services.

#### **4.3.3 Stage Two, Step II – Price Proposal**

- a. After the successful conclusion of Stage Two Step I, Bidders are to develop and submit a detailed price proposal to Canada within a time frame specified in writing by the Contracting Authority. Failure to meet this deadline may result in a bid being declared non-responsive. The detailed price proposal shall include a detailed explanation of fees and should include supporting documentation or justification to allow Canada to determine the fairness and reasonableness of the price proposal.
- b. By submitting their price proposal, the Bidder certifies that the price proposed:
  - i. is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
  - ii. does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity; and
  - iii. does not include any provision for discounts to selling agents.
- c. Canada may request additional information and documentation to further justify the fees submitted in the detailed price proposal in accordance with one or more of the following price justifications:
  - i. A current published price list indicating the percentage discount available to Canada;
  - ii. A copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers;
  - iii. A price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; and
  - iv. Any other supporting documentation as requested by Canada.
- d. When negotiating in accordance with Stage 2, Step II, Canada, at its sole discretion, will determine best value for Canada and may take into consideration all relevant factors relating to the project and services, including, but not limited to, the complexity of the work and the services requested.
- e. At any time and in its sole discretion, Canada may choose to cancel the solicitation and not enter into a contract with any of the Bidders.
- f. No legal relationship or obligation regarding the procurement of any services will be created between the Bidders and Canada by this procurement process until the successful negotiation and execution of a written agreement for the acquisition of the services described in the Statement of Work.

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- g. In the event that Canada, in its sole discretion, deems Stage Two with the Bidder to have failed, Canada will inform the Bidder in writing of all pending issues and disagreements, and provide them a final opportunity to respond in writing within a timeframe prescribed by Canada. If the response is not acceptable to Canada, in its sole discretion, Canada shall inform the Bidder in writing of termination of Stage Two and that their Proposal will receive no further consideration.

## ATTACHMENT 1 TO PART 4 - TECHNICAL CRITERIA

### **Mandatory Technical Criteria**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

<b>M.1</b>	<p><b>Approach</b></p> <p>The Bidder must provide a detailed project plan that demonstrates how the Bidder will deliver the services described under Annex A – Statement of Work.</p> <p>The project plan is to include, as a minimum, the following information, <u>for each region for which the Bidder is submitting a bid</u>:</p> <p>a) The minimum and maximum number of samples the Bidder can process per day in each region;</p> <ul style="list-style-type: none"><li>• <u>Region 1</u>: Western (British Columbia, Alberta, Saskatchewan, Northwest Territories, Yukon),</li><li>• <u>Region 2</u>: Central (Manitoba, Ontario, Quebec, and Nunavut) and,</li><li>• <u>Region 3</u>: The Maritimes (New Brunswick, Nova Scotia, Newfoundland and Labrador, and Prince Edward Island).</li></ul> <p>b) How and where samples and follow up samples will be collected and processed within 24 hours to 48 hours, from collection of sample to the communication of results to local public health authority, including a list of addresses for processing (laboratories) and collection sites, and the logistics of sample transport from collection sites to processing sites identified.</p> <p>c) How the Bidder will collect samples in various locations, as needed, including but not limited to: federal and provincial surge support; testing at ports of entry; and during quarantine periods.</p> <p>d) A description of the type of platform/instruments that the Bidder will be using, as well as equipment and methods (automation, pooling, etc.).</p> <p>e) A procurement plan for the purchase of Health Canada approved PCR (nucleic acid amplification) tests and supporting consumables (extraction reagents and plastics) required for testing the minimum and maximum samples per day the Bidder stated they could process under section a)</p> <p><b>OR</b></p> <p>A procurement plan for the purchase laboratory developed PCR test (extraction reagents, PCR mastermix, primers, probes and plastics).</p> <p>f) How its data systems will automatically integrate with each provincial health data system in each region for which the Bidder is submitting a bid.</p>
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<b>M.2</b>	<p><b>Bidder's accreditation</b></p> <p>The Bidder must demonstrate that they have obtained, or provide a plan with timelines to obtain within 60 days of solicitation closing date, a license for each province within each region they are bidding on to:</p> <ol style="list-style-type: none"> <li>1) Collect clinical patient samples; and</li> <li>2) Conduct diagnostic PCR based testing.</li> </ol> <p>The Bidder must also provide evidence that they have accredited a minimum of one PCR based testing method to the ISO 15189 (or equivalent) medical diagnostic lab standard and detail how they will provide COVID-19 PCR testing within a quality system.</p>
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**Point Rated Technical Criteria**

The Bidder must provide the necessary documentation to support compliance with this requirement.

Each Point Rated technical criterion should be addressed separately.

<b>RT.1</b>	<p><b>Bidder's experience in collecting and testing samples within a designated timeframe</b></p> <p>The Bidder should demonstrate its experience in collecting samples for PCR testing and reporting results equal to or greater than 80% of samples collected within a designated timeframe.</p> <p>The Bidder should provide evidence of turnaround times for samples collected by swabs, from the collection of the sample to the reporting of the sample.</p> <p><u>Evaluation Grid</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><i>Category</i></th> <th style="text-align: left;"><i>Points</i></th> <th style="text-align: left;"><i>Definition</i></th> </tr> </thead> <tbody> <tr> <td>Excellent</td> <td style="text-align: center;">5</td> <td>The Bidder turnaround times are equal to or greater than 80% of samples collected within 24 and 47 hours.</td> </tr> <tr> <td>Good</td> <td style="text-align: center;">3</td> <td>The Bidder turnaround times are equal to or greater than 80% of samples collected within 48 to 71 hours.</td> </tr> <tr> <td>Poor</td> <td style="text-align: center;">1</td> <td>The Bidder turnaround times are equal to or greater than 80% of samples collected within 72 hours or more.</td> </tr> </tbody> </table>	<i>Category</i>	<i>Points</i>	<i>Definition</i>	Excellent	5	The Bidder turnaround times are equal to or greater than 80% of samples collected within 24 and 47 hours.	Good	3	The Bidder turnaround times are equal to or greater than 80% of samples collected within 48 to 71 hours.	Poor	1	The Bidder turnaround times are equal to or greater than 80% of samples collected within 72 hours or more.
<i>Category</i>	<i>Points</i>	<i>Definition</i>											
Excellent	5	The Bidder turnaround times are equal to or greater than 80% of samples collected within 24 and 47 hours.											
Good	3	The Bidder turnaround times are equal to or greater than 80% of samples collected within 48 to 71 hours.											
Poor	1	The Bidder turnaround times are equal to or greater than 80% of samples collected within 72 hours or more.											

**RT.2 Bidder's experience in collecting samples in various location**

The Bidder should demonstrates its experience in collecting samples in various locations, and a plan to transport these samples to the processing location for testing within 24 to 48 hours of collection.

The Bidder should provide:

- A detailed description of contracts or projects where the Bidder had to collect samples in various locations, including how the samples were transported from the collecting site(s) to the processing site(s).

*Canada reserves the right to request references to confirm the validity of the information provided.*

Evaluation Grid

Category	Points	Definition
Excellent	5	The Bidder demonstrated an extensive experience in collecting samples in various location.
Good	3	The Bidder demonstrated some experience in collecting samples in various location.
Poor	1	The Bidder demonstrated little or no experience in collecting samples in various location.

**RT.3 Bidder's experience in procurement**

The Bidder should demonstrate its experience in managing supply chains and working with suppliers and/or developing a laboratory PCR test (extraction reagents, PCR mastermix, primers, probes and plastics).

The Bidder should demonstrate its experience by providing the following:

- Detailed description of contracts or projects where the Bidder delivered PCR testing; and/or detailed description of PCR testing pilots implemented;
- Number of tests performed under each contract / project / pilot;
- How the Bidder secured continuous access to supplies;
- How these procurements had minimal or no impact on public health network supplies;
- How the Bidder mitigated issues in the supply chain;
- Any other relevant information to demonstrate compliance to this criteria.

*Canada reserves the right to request references to confirm the validity of the information provided.*

Evaluation Grid

Category	Points	Definition
Excellent	5	Bidder has demonstrated extensive experience in managing supply chains and working with suppliers on contracts to deliver PCR testing and/or on PCR testing pilots.

Good	3	Bidder has demonstrated some experience in managing supply chains and working with suppliers on contracts to deliver PCR testing and/or on PCR testing pilots.
Poor	1	Bidder has demonstrated little experience in managing supply chains and working with suppliers on contracts to deliver PCR testing and/or on PCR testing pilots.

**RT.4 Bidder's Experience in Management**

The Bidder should clearly demonstrates experience in the areas identified below and in each region that they wish to bid:

- 1) Resource management,
- 2) Financial management,
- 3) Managing a diagnostics laboratory,
- 4) Laboratory equipment management, and,
- 5) Reporting.

Regions

- Western (British Columbia, Alberta, Saskatchewan, Northwest Territories, Yukon),
- Central (Manitoba, Ontario, Quebec, and Nunavut) and,
- The Maritimes (New Brunswick, Nova Scotia, Newfoundland and Labrador, and Prince Edward Island).

*Canada reserves the right to request references to confirm the validity of the information provided.*

Evaluation Grid

Category	Points	Definition
Excellent	5	Bidder has demonstrated extensive experience in managing resources, finances, diagnostic labs, equipment and reporting.
Good	3	Bidder has demonstrated some experience in managing resources, finances, diagnostic labs, equipment and reporting.
Poor	1	Bidder has demonstrated little experience in managing resources, finances, diagnostic labs, equipment and reporting.

**RT.5 Bidder's Human Health Resource Management**

The Bidder should clearly demonstrates how its health human resources plan will have no or minimal impact on the public health network.

Any innovative method the Bidder will use to collect and process samples should be indicated (e.g., sample pooling).

The health human resource plan must address the below component:

- Limited use of full time regional certified health care professionals (percentage of staff and a list of ratio certified staff to non-certified staff), in comparison to innovative methods of processing samples.

Evaluation Grid

<i>Category</i>	<i>Points</i>	<i>Definition</i>
Excellent	5	The Bidder demonstrated limited use of full time regional certified health care professionals (percentage of staff and a list of ratio certified staff to non-certified staff), in comparison to innovative methods of processing samples.
Good	3	The Bidder demonstrated some use of full time regional certified health care professionals (percentage of staff and a list of ratio certified staff to non-certified staff), in comparison to innovative methods of processing samples.
Poor	1	The Bidder demonstrated the use of a majority of full time regional certified health care professionals (percentage of staff and a list of ratio certified staff to non-certified staff), in comparison to innovative methods of processing samples.

**RT.6 Start of Operations**

The Bidder should articulate a timeline for beginning sample collection and processing operations following contract award.

Evaluation Grid

<i>Category</i>	<i>Points</i>	<i>Definition</i>
Excellent	5	The Bidder is able to begin operations within one month of contract award or less.
Satisfactory	3	The Bidder is able to begin operations within two months of contract award.
Poor	1	The Bidder is able to begin operations within three months or more of contract award.

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## ATTACHMENT 2 TO PART 4 - NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT** made as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**  
as represented by the Minister of Public Works and Government Services Canada  
("PWGSC")

- and -

**XYZ**, [a company incorporated under the laws of \_\_\_\_\_,  
having its head office at \_\_\_\_\_] ("**XYZ**")

**WHEREAS:**

- A. The Parties wish to enter into a free and open dialogue regarding the Increase Testing Capacity request for proposal (hereinafter the "**Project**");
- B. Each Party has Confidential Information that it is willing to share with the other Party for the purposes of the Project;
- C. Each Party wishes to preserve the confidentiality of its Confidential Information because of the commercial worth attributed by each Party to its Confidential Information; and
- D. The Parties wish to set out in this Agreement their rights and obligations with respect to the disclosure and use of their Confidential Information;

**NOW THEREFORE IN CONSIDERATION** of the mutual terms and conditions, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. DEFINITIONS**

- a) "**Agreement**" means this agreement between PWGSC and XYZ respecting the Project, as the same may be amended from time to time.
- b) "**Confidential Information**" means without limitation, all scientific, technical, business, financial, legal, marketing or strategic information and data
  - i. that is non-public, protected, confidential, privileged or proprietary in nature;
  - ii. that may have actual or potential economic value, in part, from not being known;
  - iii. however fixed, stored, expressed or embodied (and includes, without limitation, samples, prototypes, specimens and derivatives);
  - iv. disclosed during discussions, telephone calls, meetings, tests, demonstrations, correspondence or otherwise;
  - v. that is consistently treated as confidential;  
or any part or portion thereof, related to the Project pursuant to this Agreement, whether or not such information is specifically marked confidential or identified as confidential at the time of disclosure.
- c) "**Party**" means either PWGSC or XYZ individually, and "**Parties**" means both PWGSC and XYZ collectively.

- d) **"Permitted Representatives"** means, for PWGSC, government officials, employees and agents from any organization of the federal public administration, including, for greater certainty, departments and central agencies, Crown corporations, as well as any contractors, representatives or advisors retained by any portion thereof; and for XYZ, directors, employees, authorized representatives or advisors.

## 2. CONFIDENTIALITY

- a) Obligation of Confidentiality – Confidential Information disclosed by one Party (the **"Disclosing Party"**) to the other Party (the **"Receiving Party"**) under this Agreement shall:
- i. be held in confidence by the Receiving Party;
  - ii. be used by the Receiving Party exclusively for the Project and for no other purpose whatsoever;
  - iii. be safeguarded by the Receiving Party using all reasonable measures and taking such action as may be appropriate to prevent the unauthorized access, use or disclosure of the Confidential Information;
  - iv. not be disclosed to third parties, except Permitted Representatives (and each Permitted Representative of XYZ is required to agree in writing to be bound by the terms of this Agreement) of the Receiving Party and then only for the Project; and
  - v. not be disclosed unless required by law.
- b) No Waiver of Privilege – Each Party acknowledges that the Confidential Information of the Disclosing Party is the property of the Disclosing Party or a third party and that neither the Disclosing Party nor the third party intends to, or does, waive any rights, title or privilege it may have in respect of any of the Confidential Information.
- c) Confidentiality Exclusions - The obligations imposed by Article 2 (Confidentiality) do not apply to information:
- i. In the Public Domain – the information is now or hereafter becomes, through no act or failure to act on the part of the Receiving Party, generally known or available to the public without breach of this Agreement;
  - ii. Already Known to the Receiving Party - the information was already in the possession of the Receiving Party at the time of disclosure and was not acquired by the Receiving Party, directly or indirectly, from the Disclosing Party (as evidenced by documentation sufficient to establish the timing of such possession);
  - iii. Disclosed by a Third Party - the information becomes available from a third party who has a lawful and legitimate right to disclose the information to others;
  - iv. Independently Developed - the information was independently developed by the Receiving Party without any of the Confidential Information being reviewed or accessed by the receiving Party (as evidenced by documentation sufficient to establish the timing of such development);
  - v. Required to be Disclosed Pursuant to a Judicial, Administrative or Parliamentary Order - the information was released pursuant to a compulsory order under a judicial process or under a compulsory regulatory requirement, or Parliamentary Order. The Parties agree to provide written notice of such orders as soon as reasonably possible;
  - vi. Required to be Disclosed by Law – nothing in this Agreement shall be interpreted so as to preclude ABC from disclosing information that ABC may be required or ordered to disclose under the federal *Access to Information Act* or otherwise, pursuant to any applicable federal laws;

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- vii. Required to be Disclosed to the Auditor General of Canada - nothing in this Agreement shall be interpreted so as to preclude ABC from disclosing information that ABC may be obligated to disclose to the Auditor General of Canada;
  - viii. To which the Disclosing Party Consents to be Released – the information may be released if the Disclosing Party agrees in writing to the release of the information by the Receiving Party.
- d) Confidential Information may only be reproduced as necessarily required to carry out the Project, or with written permission from the Disclosing Party.

### 3. EFFECTIVE DATE AND DURATION

This Agreement shall come into force and effect on the date of last signature (the “Effective Date”). The Confidential Information shall be held confidential for a term of 1 year from the Effective Date of this Agreement, notwithstanding termination of the Agreement.

### 4. EXECUTION / SIGNATURES

**IN WITNESS WHEREOF** this Agreement has been executed by duly authorized representatives of the Parties.

**HER MAJESTY THE QUEEN**  
**IN RIGHT OF CANADA, as represented by**  
***the Minister of Public Works and Government Services Canada***

By: \_\_\_\_\_  
[Name of official]  
[Title]

\_\_\_\_\_  
Date

#### FOR XYZ:

By: \_\_\_\_\_  
[Name of official]  
[Title]

\_\_\_\_\_  
Date

I have authority to bind the [corporation, etc.]

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period. The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications and Additional Information Required with the Bid

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Integrity Provisions of the Standard Instructions](https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), all bidders must provide with their bid, if applicable, the Integrity declaration available on the Forms for the Integrity Regime website (<https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### 5.2 Certifications and Information Required Precedent to Contract Award

The required certifications and additional information below should be submitted with the bid but may be submitted afterwards. If the required certifications and additional information are not submitted with the bid, the Contracting Authority will inform the Bidder of a time frame within which they must be submitted by the Bidder. Failure to provide the required certifications and additional information within the time frame specified will render the bid non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid List" available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

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



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The Bidder must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity certification before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority before contract award with a completed Federal Contractors Program for Employment Equity certification for each member of the Joint Venture. Attachment 1 to Part 5, Additional Certifications Precedent to Contract Award, includes a copy of the certification to provide.

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## ATTACHMENT 1 TO PART 5 - ADDITIONAL CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD

### 1. Federal Contractors Program For Employment Equity - Certification

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit the [Employment and Social Development Canada \(ESDC\) - Labour's website \(https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html\)](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html).

Date: \_\_\_\_\_ Instructions to the Bidder:(YYYY/MM/DD) If left blank, the date will be deemed to be the bid solicitation closing date.

Instructions to the Bidder: Complete both A and B.

A. Instructions to the Bidder: Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and / or permanent part-time employees.
- A5. The Bidder certifies having a combined workforce in Canada of 100 or more permanent full-time and/or permanent part-time employees.
- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

### 2. Canadian Content

#### 2.1 Canadian Content Definition

SACC Manual clause A3050T (2020-07-01), Canadian Content Definition

#### 2.2 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

- the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

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For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#), Example 2, of the [Supply Manual](#).

### 3. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

### 4. Former Public Servant

#### Definitions

For the purposes of this clause,

"fee abatement formula" means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful bidder is a former public servant in receipt of a pension paid under the [Public Service Superannuation Act](#).

"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; and

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(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](#).

A contract awarded to a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to the fee abatement formula, as required by Treasury Board Policy.

### **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; and
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction 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.

### **5. Electronic Payment of Invoices - Bid**

Canada requests that bidders select option 1 or, as applicable, option 2 below.

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

Option 1:

The Bidder accepts to be paid by the following Electronic Payment Instrument(s):

- ( ) VISA Acquisition Card
- ( ) MasterCard Acquisition Card
- ( ) Direct Deposit (Domestic and International)
- ( ) Electronic Data Interchange (EDI)
- ( ) Wire Transfer (International Only)
- ( ) Large Value Transfer System (LVTS) (Over \$25M)

Option 2:

- ( ) The Bidder does not accept to be paid by Electronic Payment Instruments.

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## **PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirement**

There is no security requirement applicable to this requirement.

### **6.2 Financial Capability**

SACC Manual clause A9033T (2012-07-16), Financial Capability

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## PART 7 – RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Annex A, and the Contractor's technical bid entitled *Insert at contract award*, dated *Insert at contract award*.

### 7.2 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.

#### 7.2.1 General Conditions

2035 (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### 7.2.2 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

### 7.3 Security Requirement

There is no security requirement applicable to the Contract.

### 7.4 Use of individual protective equipment and Occupational Health and Safety (OHS) guideline(s)

- a) The Contractor must comply with Government of Canada onsite requirements in respect of individual Protective Pieces of Equipment (PPE) and adhere to Occupational Health and Safety (OHS) guidelines in force in the workplace.
- b) The Contractor will provide its resources the following individual PPE for working on site: prescribed face covering mask, gloves, protective shield, and anything else that is required as a pre-requisite to entry and to work on Government of Canada premises. Canada reserves the right to modify the list of PPE and OHS guidelines, if required, to include any future recommendations proposed by the Public Health Agencies.
- c) The Contractor warrants that its resources will wear the PPE mentioned above when onsite and follow at all times the Occupational Health and Safety (OHS) guidelines in force in the workplace during the contract period. If resources are not wearing the prescribed PPE and/or are not following the Occupational Health and Safety (OHS) guidelines in force in the workplace, they will not be permitted access to government of Canada sites.

## **7.5 Term of Contract**

### **7.5.1 Period of the Contract**

The period of the Contract is from contract award to August 31, 2021 inclusive.

### **7.5.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 3 month periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### **7.5.3 Termination on Thirty Days Notice**

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

### **7.5.4 Comprehensive Land Claims Agreements (CLCAs)**

The Contract does not include deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to form part of a separate contract.

## **7.6 Authorities**

### **7.6.1 Contracting Authority**

The Contracting Authority for the Contract is:

*Insert at contract award*

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.

### **7.6.2 Project Authority**

The Project Authority for the Contract is:

*Insert at contract award*

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.

### **7.6.3 Contractor's Representative**

*Insert at contract award*

## **7.7 Payment**

### **7.7.1 Basis of Payment**

*To be determined following Stage Two, Step II*

### **7.7.2 Method of Payment**

*To be determined following Stage Two, Step II*

### **7.7.3 SACC Manual Clauses**

A9117C (2007-11-30), T1204 – Direct Request by Customer Department

### **7.7.4 Electronic Payment of Invoices - Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instruments:

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

### **7.7.5 Discretionary Audit**

C0705C (2010-01-11), Discretionary Audit

## **7.8 Invoicing Instructions**

- a) 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.
- b) Invoices must be distributed as follows:
  - The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.



## **7.9 Certifications and Additional Information**

### **7.9.1 Compliance**

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

### **7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid List" available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>). The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### **7.9.3 Canadian Content Certification**

SACC Manual clause A3060C (2008-05-12) Canadian Content Certification

### **7.10 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in *Insert at contract award*.

### **7.11 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 2035 (2020-05-28 ) General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment ; and
- (e) the Contractor's bid dated *Insert at contract award*.

### **7.12 Foreign Nationals**

SACC Manual clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)  
SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

### **7.13 Insurance**

SACC Manual clause G1005C (2016-01-28), Insurance

#### **7.14 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) (<https://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html>) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 (<https://www.canada.ca/en/treasuryboard-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html>) of the Treasury Board Secretariat of Canada.

#### **7.15 Dispute Resolution**

- a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

#### **7.16 Additional Clauses**

SACC Manual Clause A9113C (2014-11-27), Handling of Personal Information

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## **ANNEX A - STATEMENT OF WORK**

### **Increased Testing Capacity For COVID-19**

#### **Background**

The Government of Canada is currently implementing a multi-layered strategy and response to the COVID-19 pandemic through a combination of efforts that includes supporting provinces and territories on testing, developing new contact tracing approaches and technologies, exploring vaccine solutions and gathering scientific evidence to slow the spread of COVID-19. Increasing national testing and screening capacity and ensuring a reliable supply chain is a key component of this strategy and will better position the federal government to respond to increased testing demands in the future. The strategy will provide Canada the latitude to pivot to achieve a range of different screening and testing objectives to limit the spread of COVID-19 and enable the safe restarting the economy.

To date, approximately 14.2 million people have been tested for COVID-19 across Canada. As part of the Government's Safe Restart agreement (SRA), a national target of 200,000 PCR tests per day was established with provinces and territories in summer 2020.

While the number of tests currently being administered is within the national target, additional capacity is required to complement provincial and territorial public health capacity; support a science-based approach to manage increasing volumes of international travellers arriving in Canada; and, to limit the spread of new highly transmissible virus variants. For example, Transport Canada anticipates between 6.9 million to 9.7 million international travellers in 2021. Similarly, other countries like the US and UK are anticipating increase volumes of travellers and are exploring ways to use testing effectively to limit virus importation and spread.

#### **Objective**

To limit the spread of COVID-19, the federal government is seeking to increase capacity to collect and process samples from predominantly asymptomatic patients by Polymerase Chain Reaction (PCR) test from a minimum of 10,000 tests per day to up to 100,000 tests per day at a national level. This additional capacity will be deployed as needed, including but not limited to: federal and provincial surge support; testing at ports of entry; and during quarantine periods in one (1) or more of the following regions:

- Western (British Columbia, Alberta, Saskatchewan, Yukon, and Northwest Territories);
- Central (Manitoba, Ontario, Quebec, and Nunavut); and
- The Maritimes (New Brunswick, Nova Scotia, Newfoundland and Labrador, and Prince Edward Island).

#### **License and accreditation**

In order to conduct the work, the Contractor must have a license to collect clinical patient samples and conduct diagnostic PCR based testing.

The Contractor must also have accredited at least one PCR based testing method to the ISO 15189 (or equivalent) medical diagnostic lab standard and provide COVID-19 PCR testing within a quality system.

Finally, the Contractor must have laboratory capacity and/or approved point of care capacity for processing of PCR tests either at a national level or regionally.

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## Description of the Work

The Contractor will be required to collect and process a minimum of 10,000 PCR samples per day, with capability to scale up to 100,000 of PCR samples per day in one (1) or more of the following regions:

- Western (British Columbia, Alberta, Saskatchewan, Yukon, and Northwest Territories);
- Central (Manitoba, Ontario, Quebec, and Nunavut); and
- The Maritimes (New Brunswick, Nova Scotia, Newfoundland and Labrador, and Prince Edward Island).

Specifically, the Contractor will need to provide the following services:

- 1) Collect and process PCR tests, including the below:
  - a) Process samples using Health Canada approved PCR tests, and supplies required, including reagent and consumables, or using a laboratory developed PCR test (extraction reagents, PCR mastermix, primers, probes and plastics) permitted for use in Canada.
  - b) Use PCR test and sample collection method that is authorized by Health Canada for use in Canada with predominantly asymptomatic individuals and/or using a laboratory developed PCR test (extraction reagents, PCR mastermix, primers, probes and plastics) permitted for use in Canada.
  - c) Use sample collection methods and supplies that are approved by Health Canada for deployment in Canada or using a laboratory developed PCR test (extraction reagents, PCR mastermix, primers, probes and plastics) permitted for use in Canada.
  - d) Transport samples, supplies and create infrastructure for collection of samples in each specific region within 24 hours of sample collection.
  - e) Ensure sample collection method limits reliance on certified health professionals for its administration.
  - f) Ensure access to equipment needed for the collection and processing of PCR tests.
- 2) Collect and process samples in (1) one or more of the regions including, but not limited to:
  - a) In areas served by international airports currently open for international travel (e.g., Vancouver, Calgary, Toronto, Montreal);
  - b) In areas served by other ports of entry (e.g., Edmonton, Winnipeg, Ottawa, Quebec City, Halifax)
- 3) Communicate the testing results by:
  - a) Accessing the data systems, in (1) one or more of the regions, that is integrated with provincial health data system.
  - b) Using information systems to provide results to local health authorities within 24 to 48 hours from sample collection.
  - c) Sharing samples with the National Microbiology Laboratories, located in Winnipeg, for genomics sequencing testing following a positive test result within 24 to 48 hours of confirmation of a positive test result.

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### **Timeframe**

The Contractor must deliver at least 10,000 PCR tests per day in the first month of operations with a plan to ramp up capacity to support a maximum capacity of 100,000 PCR test per day, at a national level.

### **Quality of Work**

The Contractor must ensure sample integrity and provide 80 percent of test results within 24 to 48 hours from sample collection. The Contractor must consistently process high volumes of COVID-19 PCR tests, specifically a minimum of 10,000 at the onset, which will increase to 100,000 per day. The Contractor must report accurate and timely results to individuals and provincial and local health authorities at testing sites, within 24 to 48 hours, and conduct effective contact tracing.

### **Sustainable Development**

Health Canada, like all federal departments, is required to have a Sustainable Development Strategy (SDS). Given the need to transport tests samples from ports of entry to regional testing sites (likely multiple times per day), a regional strategy will be required.

### **Continuity of Operations**

The Contractor must complete all phases in a manner to maintain consistent collection of test samples and accurate and timely test results.