

National Defence

Défense nationale

Ottawa (Ontario)

K1A 0K2

Quartier général de la Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2

#### **REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION**

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

Gregory Duret DLP 8-2-6 Gregory.Duret@forces.gc.ca

#### Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

#### Proposition à : Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

#### Solicitation Closes – L'invitation prend fin

At - a: 1400 hrs / 14h00 EST

On - le :January 7, 2021

 Title/Titre
 Solicitation No – N° de l'invitation

 High-Throughput Clinical
 W6399-21-LE99/A

 Polymerase Chain Reaction
 W6399-21-LE99/A

 Image: HTCPCR) Machines
 Date of Solicitation – Date de l'invitation

 16 December, 2020
 Address Enquiries to – Adresser toutes questions à

 Gregory.Duret@forces.gc.ca
 Destination

As Specified Herein Précisé dans les présentes

#### Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

**Instructions:** Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery required - Livraison exigée <b>As Specified Herein</b> /	Delivery offered - Livraison proposée
Précisé dans les présentes	
Vendor Name and Address - Raison so	ciale et adresse du fournisseur
Name and title of person authorized to	
print) - Nom et titre de la personne auto (caractère d'imprimerie)	onsee a signer au nom du lournisseur
Name/Nom	Title/Titre
Signature	Date

# Canada

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#### PART 1 - GENERAL INFORMATION

#### 1.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
  - the Bidder must hold a valid organization security clearance as indicated in Part 6 -Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3. For additional information on security requirements, Bidders should refer to the <u>Industrial</u> <u>Security Program (ISP)</u> of Public Works and Government Services Canada (http://ssiiss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

#### 1.2 Statement of Requirement

The requirement is detailed in Annex "A", Statement of Requirement.

#### 1.3 Debriefings

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

#### 1.4 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-Chile Free Trade Agreement (CCFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Korea Free Trade Agreement (CKFTA), the Canada-Ukraine Free Trade Agreement, the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP) and the Canada-European Union Comprehensive Economic and Trade Agreement (CETA).

#### 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 (2020-05-28) Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 20(2), Further Information is deleted in its entirety.
- c) Subsection 2.d. of Section 05, Submission of Bids, is deleted in its entirety and replaced with the following:

Send its bid only to the address specified in the bid solicitation.

- d) Section 06, Late Bids, Is deleted in its entirety;
- e) The text under Section 07, Delayed Bids, is deleted in its entirety and replaced with the following:

It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.

 f) Subsection 1 of Section 08, Transmission by Facsimile or by epost Connect, is deleted in its entirety.

#### 2.2 Electronic Submission of Bids

a) Bids must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation. Bids must be received electronically as noted in subparagraph b).

b) Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

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

#### 2.3 Enquiries - Bid Solicitation

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

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 Ontario.

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 1 soft copy via email.

Section II: Financial Bid 1 soft copy via email.

Section III: Certifications 1 soft copy via email.

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

Bidders may use Attachment 1 to Part 3 to indicate their prices. If Bidders choose to use Attachment 1 to Part 3 to indicate their prices, Bidders must include Attachment 1 to Part 3 in their financial 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) format;
- (b) use a numbering system that corresponds to the bid solicitation.

#### 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 as follows:

Bidders must submit firm prices, Delivered Duty Paid (DDP) at: Department of National Defence 61 Industrial Ave. Petawawa, ON, K8H 2W8

Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

Bids must be submitted in Canadian dollars.

#### 3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "E" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "E" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

#### 3.1.2 SACC Manual Clauses

#### Section III: Certifications

Bidders must submit the certifications and additional information 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.

#### 4.1.1 Technical Evaluation

#### 4.1.1.1 Mandatory Technical Criteria

Refer to Annex "B" – Evaluation Plan – Mandatory Technical Criteria

#### 4.1.1.1 Point Rated Technical Criteria

Refer to Annex "B" – Evaluation Plan – Point Rated Technical Criteria

#### 4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at 61 Industrial Ave. Petawawa, ON, K8H 2W8. Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

#### 4.2 Basis of Selection

To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;
- b. meet all mandatory technical evaluation criteria; and
- c. obtain the required minimum of <u>4</u> points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 20 points.

Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be

accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

#### 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 otherwise specified, 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 Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

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

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

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

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy (*http://www.tpsgc-pwgsc.gc.ca/ciif/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 website (http://www.esdc.gc.ca/en/jobs/workplace/human\_rights/employment\_equity/federal\_contract or\_program.page?& ga=1.229006812.1158694905.1413548969#afed).

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

#### PART 6 - RESULTING CONTRACT CLAUSES

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

#### 6.1 Security Requirements

- **6.1.1** The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.
  - 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
  - 2. The Contractor/Offeror personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
  - 3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
  - 4. The Contractor/Offeror must comply with the provisions of the:
    - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
    - b) Contract Security Manual (Latest Edition).

#### 6.2 Statement of 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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

<u>2010A</u> (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modifications:

a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

#### 6.4 Period of Contract

#### 6.4.1 Delivery Date

Complete delivery of the items listed in sections 2.1 and 2.2 of Annex 'A' must be received within (to be identified at Contract Award) days of Contract Award.

#### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "A" of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The options may only be exercised by the Contracting Authority within 60 months of date of initial delivery.

#### 6.4.2.1 Delivery Date for Optional Quantities

Complete delivery of the optional items listed in section 2.3 of Annex 'A' must be received within (to be identified at Contract Award) days of the initiation of the Optional Quantities.

#### 6.4.3 Shipping Instructions

Goods must be consigned and delivered to the destination specified in the contract:

1. Incoterms 2010 "DDP Delivered Duty Paid"

Department of National Defence 61 Industrial Ave. Petawawa, ON, K8H 2W8 Attn: John Byers or Gord Franklin

#### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Gregory Duret Title: Procurement Officer, DLP 8-2-6 Department of National Defence

Telephone: 613-945-2875 E-mail address: Gregory.Duret@forces.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 Technical Authority

The Technical Authority for the Contract is: (to be identified at Contract Award)

Name:	
Title:	
Organization:	
Address:	

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

The Technical Authority named above 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

Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 6.5.3 Contractor's Representative (to be identified at Contract Award)

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Organization: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone : \_\_\_\_ \_\_\_ \_\_\_\_ 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 firm unit prices, as specified in Annex "B" Basis of Payment for a cost of \$\_\_\_\_\_\_ (to be inserted at Contract award). Customs duties are included and Applicable Taxes are extra.

#### 6.6.2 Limitation of Price

SACC Manual clause <u>C6000C</u> (2017-08-17) Limitation of Price

#### 6.6.3 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

#### 6.6.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);
- c. Wire Transfer (International Only);

#### 6.7 Invoicing Instructions

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Invoices must be distributed as follows
  - (a) One (1) copy must be forwarded to the following address:

National Defence Headquarters MGen George R. Pearkes Building 101 Colonel By Drive Ottawa, ON K1A 0K2 Attn: DLP <u>8-2-6</u> Email: \_\_\_\_\_\_ (to be inserted at contract award)

#### 6.8 Certifications

#### 6.8.1 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.

#### 6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_\_. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable*)

#### 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 general conditions <u>2010A</u> (2020-05-28)
- (c) Annex "A", Statement of Requirement;
- (d) Annex "C", Security Requirements Check List;
- (e) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

#### 6.11 Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

#### 6.12 Insurance

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

#### 6.13 Packaging Requirement

The Contractor must prepare the items for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification *D-LM-008-036/SF-000*, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package the items in quantities of up to a maximum of 60 by package.

#### 6.14 Quality Assurance

SACC Manual clause <u>D5545C</u> (2019-05-30), ISO 9001:2008 – Quality Management Systems Requirement (Quality Assurance Code C)

#### ANNEX "A"

#### STATEMENT OF REQUIREMENT

#### 1 SCOPE

#### 1.1 Purpose

The Department of National Defence (DND) has a requirement to acquire three (3) High-Throughput Clinical Polymerase Chain Reaction (HTCPCR) machines as well as testing panels/reagents to conduct 60 tests for nSARS-CoV2 per machine (180 tests total).

DND also requires the option to acquire up to eleven (11) additional HTCPCR machines and 3600 testing panels/reagents as well as the option to extend product warranties.

#### 1.2 Background

The COVID-19 pandemic (caused by the virus nSARS-CoV2) is significantly impacting all aspects of Canada's business. The Department of National Defense has not been exempt. The ability to screen, train, employ and deploy soldiers safely depends on knowing if the soldiers are infectious with COVID-19 or other respiratory pathogens.

DND has some COVID-19 testing devices. However, these devices were not originally intended for use in static clinics within Canada. Furthermore, these devices do not permit more than one patient sample to be tested simultaneously.

DND has a requirement for three (3) HTCPCR machines with the option to acquire up to eleven (11) more, as well as an initial quantity of 180 testing panels/reagents with the option to acquire up to an additional 3600. The machines must be able to test at least four patient samples simultaneously, identify if the sample contains the nucleic acid of common viral respiratory pathogens, and (along with the test panels/reagents that they use) must be approved by Health Canada for use in Canada.

#### 1.3 Abbreviations and Acronyms

The following abbreviations and acronyms are used in this SOW:

AWR	Additional Work Request
CA	Contracting Authority
CANSOFCOM	Canadian Special Operations Forces Command
СМ	Configuration Management
DND	Department of National Defense
HTCPCR	High Throughput Clinical PCR
MPN	Manufacturers Part Number
MRSPL	Manufacturers Recommended Spare Parts List
nSARS-CoV2	Novel Severe Acute Respiratory Syndrome Corona Virus 2 (also known as COVID 19)
NSN	NATO Stock Number
OEM	Original Equipment Manufacturer
PCR	Polymerase Chain Reaction
PDF	Portable Document Format
QA	Quality Assurance
SOW	Statement of Work
ТА	Technical Authority

TDP	Technical Data Package
μL	Microliter (a volume one thousand times smaller than a milliliter)

#### 2 REQUIREMENT

- 2.1 DND has an initial requirement for three (3) HTCPCR machines with the technical and performance specifications as defined in Attachment 1 to Annex A Technical and Performance Specifications. Sufficient testing reagents to conduct 60 tests for nSARS-CoV2 per machine (180 total tests) are to also be provided
- **2.2** The following must also be included with each HTCPCR machine:
  - a) all cables and accessories required for the operation of the machine (ex. Power adapters, data transfer cables, peripheral computers).
  - b) All required software and firmware as well as all updates.
  - c) Any product manuals (electronic in PDF or word format).
  - d) Any other peripherals (other than printers) and non-consumable component(s) required for the operation of the device.
- **2.3** Optional Quantities

In addition to the three (3) HTCPCR machines and testing panel/reagents for 180 total tests identified in Article 2.1, DND also may require an additional optional quantity of 11 HTCPCR machines and 3600 testing panels/reagents. DND also requires the option to extend the product warranties by 12 month increments.

#### 3 DELIVERABLES

#### 3.1 <u>Technical Data Package (TDP)</u>

The Contractor must provide the Technical Authority (TA) with one (1) English soft copy of each manual described in a) and b) as well as an English language TDP per HTCPCR machine, in addition to any instructional manuals that come with each unit, as follows:

- a) One hard copy (MS Word or PDF format) of the Operators Manual that includes illustrated set-up, operating, preventive and user maintenance, including procedures to replace all consumables, troubleshooting and safety instructions;
- b) One hard copy (MS Word or PDF format) of the Maintenance/Repair Manual with each device that includes all first and second line repairs of the device.

#### Note: The manuals described in 3.1 a) and 3.1 b) may be delivered as one manual.

#### 3.2 Illustrated Parts List

The Contractor must provide the Technical Authority (TA) an illustrated parts list in a topbreakdown format containing, at a minimum, the following information for each item:

- a) Engineering Drawing;
- b) Part nomenclature;
- c) Manufacturer's part number (MPN);
- d) Source of supply; and
- e) NATO Stock Number (NSN) if applicable;

#### 3.3 <u>Test Reports</u>

The Contractor must provide the Technical Authority (TA) one electronic copy of available test reports and/or compliance certificates including, but not limited to:

- a) National/International compliance regulations test reports;
- b) Performance compliance and/or performance evaluation test reports; and
- c) Compliance Certificates.

#### 3.4 <u>Manufacturer's Recommended Spare Parts List (MRSPL)</u>

The Contractor must provide the Technical Authority (TA) with a MRSPL in accordance with:

- a) The MRSPL must be in accordance with D-01-100-214/SF-000;
- b) Specific details of the data elements required shall be listed on a Provisioning Documentation Selection Sheet prepared in conformance with D-01-100-214/SF-000. The electronic data is to be submitted in an MS Office Excel compatible file; and
- c) The MRSPL must contain a list of spares deemed necessary by the Contractor to maintain the HTCPCR units for a period of 24 months, exclusive of any warranty period, including consumables.

#### 3.5 <u>Training</u>

- 3.5.1 The Contractor must provide a Train-the-Trainer Maintenance/Operator course as follows. An outline for the Training Course (MS Word, MS PowerPoint or PDF format) must be submitted to the TA for approval at a timeline to be determined at the kick-off meeting;
  - a) Each training serial must be for up to 15 DND participants, and must be a maximum of two days long (eight hours per day maximum);
  - b) Training serial must be delivered at a location mutually agreed upon between the Contractor and the TA in vicinity of Ottawa, Petawawa or Trenton, Ontario. Please note that virtual training may be discussed due to the ongoing pandemic.
  - c) Each participant is to be provided with a copy of the respective system training courses and manuals (as required) in both hard copy and in electronic format (MS Word, MS PowerPoint or PDF);
  - d) The course content must include a complete description of theory of operation and performance capability of the system including the following hands on familiarization details as a minimum;
    - i) Assembly and setup of system;
    - ii) Battery/power requirements;
    - iii) Cleaning;
    - iv) Sample Preparation;
    - v) Function buttons;
    - vi) Modes of operation;
    - vii) Calibration;
    - viii) Data input configurations and functionality;
    - ix) User trouble-shooting;
    - x) Repair and maintenance of the system;
    - xi) Consumables' replacement procedures;
    - xii) Care and cleaning requirements of the system inclusive of approved cleaning products and methods; and

xiii) Technical diagnosis of the system to include fault-finding procedures or decision flow chart.

#### 3.6 Product Support

3.6.1 Technical Support - The Contractor must provide technical support, during normal working hours, which are defined as 0800-1700 local time at the Contractor's facility. Technical support may be provided by telephone and/or internet website/application. When DND notifies the contractor of a technical issue an initial response acknowledging the request and a statement of next steps must be submitted by the contractor within 24-hours.

#### 4 LANGUAGE REQUIREMENTS

Any training provided, or any communication between the contractor and the department must be fluent in the English language. Fluent means that the individuals must be able to communicate orally and in writing without any assistance and with minimal errors.

#### 5 CONTRACT KICK-OFF MEETING

The Contractor must host a contract kickoff meeting at its production facility or by teleconference, arranged in consultation with the Technical Authority (TA), within four weeks of contract award. This meeting will be used to introduce the DND project team and to discuss delivery timelines, Quality Assurance (QA) processes, and contract deliverables. DND will be responsible for all travel and associated costs for DND personnel attending the meeting. The agenda will be jointly developed by DND and the Contractor. The contractor will produce meeting minutes and an action item list within five (5) days of completion of the meeting in the format of the Contractors choice.

### ATTACHMENT 1 TO ANNEX "A"

#### – TECHNICAL AND PERFORMANCE SPECIFICATION

#### 1 The bidder's device must meet the following requirements:

- 1.1 Technology.
  - 1.1.1 The device must identify the infectious agent by amplifying (via a polymerase chain reaction; PCR) and detecting pathogen-specific and pathogen-related genetic sequences (such as DNA or RNA).
  - 1.1.2 The device must integrate the following steps without user intervention following the addition of the unprocessed sample to the system into a single automated process:
    - 1.1.2.1 Cell lysis;
    - 1.1.2.2 Polymerase chain reaction (i.e., PCR; Nucleic acid
      - extraction/purification/reverse transcription/amplification);
    - 1.1.2.3 Detection/identification analysis; and
    - 1.1.2.4 Reporting.
- **1.2** Size. The machine must occupy an area of less than 0.5 m<sup>2</sup> (less than 5.4 square feet).
- 1.3 Samples.
  - 1.3.1 The device must be capable of using nasopharyngeal swabs as samples.
  - 1.3.2 The device must accommodate unprocessed sample volumes of 1  $\mu$ L to 100  $\mu$ L.
- **1.4** Results. The sample-to-answer process must take less than ninety minutes (i.e., from when the sample is loaded into the device to when the results are available).
- **1.5** Number of samples. The device must be able to test at least four patient samples concurrently and report the results for each sample independently.
- 1.6 License.
  - 1.6.1 At the time of contract award, the device must have an active device license and be listed in the Medical Device Active Licence Listing (<u>https://health-products.canada.ca/mdall-limh/prepareSearch-preparerRecherche.do</u>).
  - 1.6.2 At the time of contract award, all test kits necessary to identify the infectious respiratory agent used in conjunction with the device must have an active device license and be listed in the Medical Device Active Licence Listing.
  - 1.6.3 At the time of contract award, all test kits necessary to identify the infectious respiratory agent used in conjunction with the device must be authorized by Health Canada as a device to test for COVID-19 (<u>https://www.canada.ca/en/health-canada/services/drugs-health-products/covid19-industry/medical-devices/authorized/list.html</u>).
- **1.7** Identification. The device must be able to identify, at least, the following infectious agents with only one clinical sample in only one run:
  - 1.7.1 nSARS-CoV-2 (COVID-19);

- 1.7.2 Influenza A;
- 1.7.3 Influenza B;
- **1.8** Consumables. Test kits used in testing actual patient samples must be stable at either room (between twenty and twenty-five degrees Celsius) or at refrigeration (between two and eight degrees Celsius) temperature.
- 1.9 Calibration.
  - 1.9.1 The device must be able to run a positive control with each sample.
  - 1.9.2 The device must be able to run positive and negative controls without an actual patient sample.
- **1.10** Power Requirements. The device must be +- 120 volts, 60 hz as a minimum.

#### ANNEX "B" EVALUATION PLAN

- 1. <u>Evaluation Methodology</u> The evaluation will be conducted by DND members on the criteria provided only. Mandatory requirements are identified by the word "must." All mandatory criteria must be met or the bid submission will be deemed non-compliant. Failure to provide sufficient detail in the bid submission to evaluate the proposal against the mandatory criteria will also deem the bid non-compliant.
- 2. All submissions should be typed, preferably on company letterhead.
- 3. To avoid duplication and delays, bidders should refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### 1.0 MANDATORY TECHNICAL CRITERIA

		Bidders to complete	DNE	) Evaluation Team to complete
	Mandatory Evaluation Criteria	Instruction to Bidders	Met/Not Met	Comments
MT.1	The device must utilize PCR technology for sample analysis and identification.	The Bidder must provide a description of evidence.		
MT.2	The device must be capable of analyzing at least 4 samples concurrently.	The Bidder must provide a description of evidence.		
MT.3	The device must be authorized by Health Canada to test for COVID-19	The Bidder must provide a description of evidence or written confirmation		

#### 2.0 POINT RATED TECHNICAL CRITERIA

2.1 Bidder must provide a written attestation confirming the delivery timeline.

Days After Contract Award Delivery Will Occur							
0 – 15 Days	20						
16 - 30 Days	17						
31 - 45 Days	13						
46 - 60 Days	10						
61 - 75 Days	7						
76 - 90 Days	4						
90+ Days	0						

#### ANNEX "C"

#### SECURITY REQUIREMENTS CHECK LIST

Government Gouvernement		Cont	ract Number / Numéro du contra	at				
of Canada du Canada		W6399-21-LE99						
		Security CI	assification / Classification de s UNCLASSIFIED	écurité				
	ECURITY REQUIREMEN							
PART A - CONTRACT INFORMATION / PARTIE A	ATION DES EXIGENCE		ECURITE (LVERS)					
1. Originating Government Department or Organization	/ nc	2. Branch	or Directorate / Direction généri	ale ou Direction				
Ministère ou organisme gouvernemental d'origine 3. a) Subcontract Number / Numéro du contrat de soi	DND Us-traitance 3 b) N:		FCOM / DFD htractor / Nom et adresse du so	ustraitant				
na na seconda de la construcción de C			In actory from 61 adiesses da se	do-datant				
<ol> <li>Brief Description of Work / Brève description du tra Provision of PCR machines &amp; consumables for testing C</li> </ol>		BS COV 2 - CANSOFCOM	atallations and the activition of train	ing in these devices				
for CANSOFCOM medical personnel.				ing in these devices				
<ol> <li>a) Will the supplier require access to Controlled Ge Le fournisseur aura-t-il accès à des marchandis</li> </ol>				No Yes				
5. b) Will the supplier require access to unclassified r	nilitary technical data subjec	t to the provisions of the Te	echnical Data Control	No Yes				
Regulations? Le fournisseur aura-t-il accès à des données ter sur le contrôle des données techniques?	chniques militaires non class	sifiées qui sont assujetties a	aux dispositions du Règlement	Non 🛄 Oui				
<ol> <li>6. Indicate the type of access required / Indiquer le type</li> </ol>	ype d'accès requis							
6. a) Will the supplier and its employees require acce Le fournisseur ainsi que les employés auront-ils (Specify the level of access using the chart in Q	accès à des renseignemen			No Yes Non Oui				
Préciser le niveau d'accès en utilisant le tablea	u qui se trouve à la questior			<u></u>				
<ol> <li>b) Will the supplier and its employees (e.g. cleaner PROTECTED and/or CLASSIFIED information of Le fournisseur et ses employés (p. ex. nettoyeu)</li> </ol>	or assets is permitted. rs, personnel d'entretien) au	iront-ils accès à des zones		No Ves Non Oui				
à des renseignements ou à des biens PROTÉG 6. c) Is this a commercial courier or delivery requirem				No Yes				
S'agit-il d'un contrat de messagerie ou de livrais				Non Oui				
7. a) Indicate the type of information that the supplier	will be required to access /	Indiquer le type d'informati	on auquel le fournisseur devra :	avoir accès				
Canada	NATO / OTAI	N	Foreign / Étranger					
7. b) Release restrictions / Restrictions relatives à la No release restrictions	diffusion All NATO countries	3 8	No release restrictions	2 3				
Aucune restriction relative	Tous les pays de l'OTAN		Aucune restriction relative					
à la diffusion			à la diffusion	347				
Not releasable À ne pas diffuser								
Restricted to: / Limité à :	Restricted to: / Limité à :		Restricted to: / Limité à :					
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Pré	eciser le(s) pays :	Specify country(ies): / Précise	er le(s) pays :				
12 69 10395 517 233953 104	125 904 145216 555		127 D-C29 D-070 270	40 5100-603				
7. c) Level of information / Niveau d'information PROTECTED A	NATO UNCLASSIFIED		PROTECTED A					
PROTĖGĖ A	NATO NON CLASSIFIÉ		PROTĖGĖ A					
PROTECTED B PROTÉGÉ B	NATÓ RESTRICTED NATÓ DIFFUSIÓN REST		PROTECTED B PROTÉGÉ B					
PROTECTED C	NATO CONFIDENTIAL		PROTECTED C	Fi I				
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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED

Canadä

*	Government of Canada	Gouvernement du Canada	l l	Contract	Number / Numéro du c W6399-21-LE99	contrat
	UI Canada	du Gallada		Security Class	ification / Classification	de sécurité
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			re identified, a Security Classif	ication Guide must be provide	d	
10 b) May un	REMARQUE : S		e contrôle de sécurité sont re			re fourni.
If Yes, V	vill unscreened pe	sation sécuritaire peut rsonnel be escorted? onnel en question ser		du travail? 1 DND premises, unscreened 1y access public/reception zc		Non Oui No Yes Non Oui
Contract of the state of the st		PLIER) / PARTIE C - RENSEIGNEMENT	MESURES DE PROTECTIO S/BIENS	N (FOURNISSEUR)		
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informat Le fourr	ion or data? lisseur sera-t-il ten l		to electronically process, prod systèmes informatiques pour 1 /ou CLASSIFIÉS?			No Yes Non Oui
Dispose			er's IT systems and the govern tème informatique du fournisse		l'agence	No Yes Non Oui
TBS/SCT 35	60-103(2004/12)		Security Classification / Cla			0 114
			UNCLASS	SIFIED		Canadä

Government Gouvernement of Canada du Canada

Contract Number / Numéro du contrat
W6399-21-LE99
Security Classification / Classification de sécurité
UNCLASSIFIED

PARTICE (continued) / PARTITECE (ctrife) For users completing the form manually use the summary chart below to indicate the category(les) and level(s) of safeguarding required at the supplier's site(s) or premises. Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour cheque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

#### SUMMARY CHART / TABLEAU RÉCAPITULATIF

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#### TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED

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Government of Canada Gouvernement du Canada

Contract Number / Numéro du contrat	
W6399-21-LE99	
Security Classification / Classification de sécurité	_

PART D - AUTHORIZATION / PAR 13. Organization Project Authority / J						
Name (print) - Nom (en lettres moule Aly Alibhai		Title - Titre		Signature ALIBHA 633	I, ALYKHAN	Digitally signed by ALIBHAL, ALYICHAN 623 Date: 2020.10.29 12:01:49-04'00'
Telephone No Nº de téléphone 613 945 2078	Facsimile No N° d	e télécopieur	E-mail address - Adresse cou aly.alibhai@forces.gc.ca	Irriel	Cate 29 Oct 20	
14. Organization Security Authority /	Responsable de la sé	curité de l'orga	nisme			
Name (print) - Nom (en lettres moule Sasa Medjovic	èes)	Title - Titre Senior secu	urity analyst	Signature	MEDJOV SASHA :	10. Biggis viewes LEDJONC dollar 21* on or concerned and bigging and the second construction of the second bigging and construction of the second bigging and bigging and and and and bigging and bigging and and and and and bigging and and and and and bigging and
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<ol> <li>Are there additional instructions Des instructions supplémentaire</li> <li>Procurement Officer / Agent d'ar</li> </ol>	s (p. ex. Guide de séci			nt-elles jointe:	\$?	No Yes Non Oui
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Security Classification / Classification de sécurité UNCLASSIFIED

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#### ANNEX "D"

#### BASIS OF PAYMENT

The Contractor will be paid in accordance with the following: **1. Firm unit prices:** 

The Contractor will be paid firm unit prices for each item, in Canadian funds for the initial quantity and the optional quantities once exercised, Delivered Duty Paid (Incoterms 2010) transportation costs included, Applicable Taxes are extra. Canadian Customs duties, where applicable, sales, excise and other and similar taxes levied, assessed or imposed under any legal jurisdictions in respect of anything to be furnished, sold or delivered by the Contractor pursuant to the Contract; all export and import licenses, permits where applicable; and any other related costs must be included in the firm unit prices

#### 1.1 PRICING GRID

#### INITIAL QUANTITIES

ltem	Description	Unit of Issue	Initial Quantity Price
1	High-Throughput Clinical Polymerase Chain Reaction (HTCPCR) machines	EACH	\$
2	Testing Panels/Reagents	EACH	\$
3	Train the Trainer Maintenance / Operator Course	EACH	\$

#### OPTIONAL QUANTITIES

ltem	Description	Unit of Issue	Optional Quantity Price
1	High-Throughput Clinical Polymerase Chain Reaction (HTCPCR) machines	EACH	\$
2	Testing Panels/Reagents	EACH	\$
3	Train the Trainer Maintenance / Operator Course	EACH	\$
4a	12 Month Extended Warranty Period (13-24 Months After Delivery)	EACH	\$
4b	12 Month Extended Warranty Period (25-36 Months After Delivery)	EACH	\$
4c	12 Month Extended Warranty Period (37-48 Months After Delivery)	EACH	\$
4d	12 Month Extended Warranty Period (49-60 Months After Delivery)	EACH	\$

#### ATTACHMENT 1 TO PART 3

#### PRICING SCHEDULE

The Bidder must complete the pricing schedule(s) and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule(s) by including in its financial bid it's quoted firm unit price (in Can \$) for each item for each period identified.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

#### INITIAL QUANTITIES

ltem	Description	Estimated Quantity - X	Firm Price per unit - Y	Total Z = X * Y
1	High-Throughput Clinical Polymerase Chain Reaction (HTCPCR) machines	3	\$	\$
2	Testing Panels/Reagents	180	\$	\$
3	Train the Trainer Maintenance / Operator Course	1	\$	\$
A = T(	DTAL BID PRICE FOR INITIAL QUANT	I OF COLUMN Z)	\$	

#### OPTIONAL QUANTITIES

ltem	Description	Estimated Quantity - X	Firm Price per unit - Y	Total Z = X * Y
1	High-Throughput Clinical Polymerase Chain Reaction (HTCPCR) machines	11	\$	\$
2	Testing Panels/Reagents	3600	\$	\$
3	Train the Trainer Maintenance / Operator Course	1	\$	\$
4a	12 Month Extended Warranty Period (13-24 Months After Delivery)	3	\$	\$
4b	12 Month Extended Warranty Period (25-36 Months After Delivery)	3	\$	\$
4c	12 Month Extended Warranty Period (37-48 Months After Delivery)	3	\$	\$
4d	12 Month Extended Warranty Period (49-60 Months After Delivery)	3	\$	\$
B = T(	DTAL BID PRICE FOR OPTIONAL QUA	\$		

	TOTAL BID PRICE			
A	TOTAL BID PRICE FOR INITIAL QUANTITIES	\$		
в	TOTAL BID PRICE FOR OPTIONAL QUANTITIES	\$		
	TOTAL BID PRICE = SUM A+B	\$		

TOTAL PRICE PER POINT = TOTAL BID PRICE / TOTAL POINTS AWARDED AS PER ANNEX 'B' POINT RATED CRITERIA'

#### ANNEX "E"

#### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

() Direct Deposit (Domestic and International);

- () Electronic Data Interchange (EDI);
- () Wire Transfer (International Only);