



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067

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

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services / Travaux publics et
services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

Title - Sujet Wheeled Cart Electrostatic Spray Sy	
Solicitation No. - N° de l'invitation 21401-182684/A	Date 2018-01-11
Client Reference No. - N° de référence du client 21401-18-2684	
GETS Reference No. - N° de référence de SEAG PW-\$KIN-650-7415	
File No. - N° de dossier KIN-7-48143 (650)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-02-21	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Rombough, Lori	Buyer Id - Id de l'acheteur kin650
Telephone No. - N° de téléphone (613) 545-8061 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CORRECTIONAL SERVICE OF CANADA 443 UNION STREET P.O. BOX 1174 KINGSTON Ontario K7L4Y8 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Requirement

The requirement is detailed under Article 6.1 of the resulting contract clauses.

1.2 Debriefings

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

1.3 Trade Agreements

The requirement is subject to the provisions of the the North American Free Trade Agreement (NAFTA) and the Canadian Free Trade Agreement (CFTA).

1.4 Equivalent Products

SACC Manual Clause [B3000T](#) (2006-06-16), Equivalent Products

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](#) (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 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: Financial Bid (1 hard copy)
Section II: Certifications (1 hard copy)

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

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

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

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

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

Section I: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “1” to Part 3, Electronic Payment Instruments, to identify which ones are accepted.

If Annex “1” TO Part 3, 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 Exchange Rate Fluctuation

[C3011T \(2013-11-06\), Exchange Rate Fluctuation](#)

Section II: 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 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

- a) The Bidder must provide proof that the proposed system meets all Mandatory Technical Specifications in Annex "A". If all documents have not been provided at bid closing, PWGSC will notify the Bidder that they are required to provide them within two business days following notification. Once notified, any Bidder that fails to provide the required document(s) within two business days will be informed by PWGSC that their offer is non-responsive and that it will be given no further consideration.
- b) The Bidder must supply proof they have a minimum of 2 years of experience in providing infectious disease control equipment in a hospital environment and in the delivery of infection control practice.
- c) The Bidder must provide data that supports its effectiveness in decreasing bacterial loads by a minimum (or maximum) of 85%, in a hospital setting.

4.1.2 Financial Evaluation

4.1.1.1 Mandatory Financial Criteria

- a) The Bidder must provide all pricing in accordance with Annex "B".
- b) Pricing must be firm in Canadian currency.

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

4.1.1.3 The Bidder's unit prices will be multiplied by the quantity to calculate the extended pricing. The extended pricing will be added to calculate the Bidder's total evaluated price.

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria

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

PART 5 – CERTIFICATIONS 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 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 [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) 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 section titled Information to be provided when bidding, contracting or entering into a real procurement 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.

5.2.3 Best Delivery Date – Bid

While delivery is requested by 28 March 2018, the best delivery that could be offered is _____.

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 There is no security requirement applicable to the Contract.

6.2 Requirement

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010A (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to 31 May 2018 inclusive.

6.4.2 Delivery Date

All the deliverables must be received on or before 28 March 2018.

6.4.3 Shipping Instructions - Delivered Duty Paid

Goods must be consigned and delivered to the destination specified in the contract:
Incoterms 2000 "DDP Delivered Duty Paid"

Shipping Addresses:

Bath Institution Stores:

5775 Bath Road
BATH ON K0H 1G0

BeaverCreek Institution Stores:

2000 Beaver Creek Drive
GRAVENHURST ON P1P 1W9

Collins Bay Institution Stores:

1455 Bath Road
KINGSTON ON K7L 4V9

Grand Valley Institution Stores:

1575 Homer Watson Blvd.
KITCHENER ON N2P 2C5

Joyceville Institution Stores:

3766 Highway #15
KINGSTON ON K7L 535

Millhaven Institution Stores:

5775 Bath Rd Bath On
K0H 1G0

Warkworth Institution Stores:

County Road no 29
Campbellford On
K0L 1L0

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Lori Rombough
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch

Address: 86 Clarence Street
Kingston, ON K7L 1X3
Telephone: 613-545-8061
Facsimile: 613-545-8067
E-mail address: lori.rombough@pwgsc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is: **To be filled in 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.

6.5.3 Contractor's Representative: To be filled in at Contract award

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices for a cost of \$ **To be filled in at Contract award**

Customs duties are included and Applicable Taxes are extra.

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

6.6.2 Limitation of Price

SACC Manual clause C6000C (2017-08-07) Limitation of Price

6.6.3 Single Payment

SACC Manual Clause H1000C (2008-05-12) Single Payment

6.6.4 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. Direct Deposit (Domestic and International);
- c. Electronic Data Interchange (EDI);
- d. 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. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications and Additional Information

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 **To be filled in at Contract award**

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 2010A (2016-04-04), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment; and
- (e) the Contractor's bid dated **To be filled in at Contract award**

6.11 SACC Manual Clauses

A9062C (2011-05-16) Canadian Forces Site Regulations
G1005C (2016-01-28) Insurance – No Specific Requirement

ANNEX "A" – REQUIREMENT

1. Requirement

The Correctional Service of Canada (CSC) requires a Contractor to supply and install 7 (firm) and (5) optional Wheeled Cart Electrostatic Spray System units (Byoplanet CS900 or equivalent) to various Federal Institutions in the Ontario Region. The Contractor must provide system use and maintenance training to a minimum of 7 CSC Institutional Services (SIS) Department staff and offenders at each site. The Contractor must have a minimum of two (2) years' experience in providing infectious disease control equipment and in the delivery of infection control practices.

2. Mandatory Technical Specifications

The Wheeled Cart Electrostatic Spray System must consist of the following components and have the following minimum characteristics and functionalities:

- 2.1 provides induction charged technology in the fight against infection prevention and control
- 2.2 accredited by Infection Prevention Association of Canada (IPAC) for use in a health service environment
- 2.3 meets the measurable infection controls in accordance with Health Canada
- 2.4 Standards (50 Adenosine triphosphate (ATP) or below)
- 2.5 UL and ULC (Underwriter's laboratory Canada) stamped and approved.
- 2.6 Has the capability to reach every area in a room, from the ceiling to the floor
- 2.7 Electrostatic disinfection has to provide the ability to treat every surface even in huge areas including sensitive equipment, without missing any environmental spots where infective agents, such as Noro virus, Ebola (EVD), Influenza and Influenza-like diseases, can be hidden.
- 2.8 Effective during regular maintenance outbreak situations and post outbreak to prevent recurrences.
- 2.9 Provide data that supports its effectiveness in decreasing bacterial loads in a hospital setting.
- 2.10 Leaves no lingering aerosols when room is cleared for cleaning allows reoccupation of space in 15 minutes or less.
- 2.11 The unit must be mobile and easy to maneuver in tight spaces (such as cell)
- 2.12 Droplet Size: minimum 30 to maximum 50 microns. Anything bigger than this droplet size will damage CSC's medical equipment.

3. Installation and Training

- 3.1 The Contractor must install the system and configure the apparatus (to ensure that it is in proper working order) and is responsible for providing labor and covering own travel expenses.

-
- 3.2 The Contractor must provide a minimum of 30 minutes of training in the system's use and maintenance, to CSC SIS and/or offender users. Training must be provided on site at each Institution. The Contractor is responsible for their travel expenses.
- 3.3 The Contractor must provide, in English, complete and current user documentation including all technical reference manuals and user and maintenance guides of the original equipment manufacturer in both hard copy and electronic PDF format.

ANNEX "B" - BASIS OF PAYMENT

Firm unit prices in Canadian funds, Delivered Duty Paid "DDP" and include delivery, Canadian customs duties and excise taxes (as applicable). Harmonized Sales tax is extra.

Pricing Basis "A"

Item #	Description	Qty	Unit of Issue	Unit Price
1	Wheeled Cart Electrostatic Spray System	7	Each	\$

Pricing Basis B – Optional Goods and Services

Item #	Description	Qty	Unit of Issue	Unit Price
2	Wheeled Cart Electrostatic Spray System – delivery location to be confirmed at time the option is picked up.	5	Each	\$

Proposed System:

Manufacturer: _____

Model Number: _____

ANNEX "1" to PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENTS

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

- ☐ () VISA Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only)