



**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, Québec K1A 0S5
Bid Fax: (819) 997-9776

**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

Scientific, Medical and Photographic Division / Division de
l'équipement scientifique, des produits photographiques et
pharmaceutiques
L'Esplanade Laurier
140 O'Connor Street,
East Tower, 7th Floor
Ottawa
Ontario
K1A 0S5

Title - Sujet Electrostatic machines		
Solicitation No. - N° de l'invitation 21120-216017/A	Date 2020-07-10	
Client Reference No. - N° de référence du client 21120-21-3546017		
GETS Reference No. - N° de référence de SEAG PW-\$\$\$PV-899-78899		
File No. - N° de dossier pv899.21120-216017	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-07-27		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
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: Van Den Hanenberg, Stephen		Buyer Id - Id de l'acheteur pv899
Telephone No. - N° de téléphone (343) 540-8371 ()	FAX No. - N° de FAX () -	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes		

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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This contract is being put in place by Canada as part of its response to the COVID-19 pandemic. CSC has invoked the National Security Exception under all of Canada's trade agreements and, as a result, the usual disciplines of the trade agreements do not apply to this procurement.

PART 1 - GENERAL INFORMATION

1.1 Requirement

The requirement is detailed under Annex A.

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 National Security Exception

The national security exceptions provided for in the trade agreements have been invoked; therefore, this procurement is excluded from all of the obligations of all the trade agreements.

1.4 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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.

2.1.1 SACC Manual Clauses

SACC Manual clause B1000T (2014-06-26) Condition of Material

2.2 Submission of Bids

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

Bid Receiving - PWGSC

Place du Portage, Phase III, Tower B
11 Laurier Street
Gatineau, Quebec
For couriers: J8X 4A6
For regular mail: K1A 0S5

Telephone: (819) 420-7201
Fax No.: (819) 997-9776

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

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.

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 Quebec.

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.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) 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)

(c) 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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (2 hard copies)

Section III: Certifications (2 hard copies)

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Bidders should:

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

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to 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.

The technical bid consists of the following:

- (a) **Supporting Technical documentation:** Technical brochures or technical data to demonstrate compliancy to the requirement as described in Annex A.
- (b) **List of Products:** Bidders must include a complete product list identifying: the product name; the name of manufacturer; the model and part number of each component which make up the system. Bidders must also state the point of manufacture and shipping of goods or where service is to be performed: The bidder is requested to use the form provided in Annex C.
- (c) **Description of the Bidder's Maintenance and Support Services:** Bidders should include a description of its warranty, maintenance and support services, which must be consistent with all the requirements described in Annex A. At a minimum, Bidders should include the following:
 - (i) Location of available service facilities (after sales service and repair). List the service facilities closest to the destination.
 - (ii) Locations of available replacement parts from consumables to major components.
 - (iii) Response time re: service calls, and escalation schedule, i.e. (how many days with no resolution to a problem until a more experienced person is called in, and from which location).
 - (iv) List the frequency of routine maintenance visits provided by a qualified service technician during the warranty period, if applicable and included in the price.

Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment including Annex B – Basis of Payment.
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.1.1 Electronic Payment of Invoices – Bid

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

If Attachment 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

SACC Manual clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

3.1.3 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 Evaluation Criteria

The mandatory technical evaluation criteria are detailed in Annex A, Part 2.1.

4.1.2 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Aggregated Bid Price in accordance with the pricing tables provided in Annex B – Basis of Payment.

Evaluation of Price - Bid

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP Laval QC Incoterms® 2010, Canadian customs duties and excise taxes included.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

4.2 Basis of Selection

4.2.1

SACC Manual Clause [A0031T](#) (2010-08-16) - Basis of Selection - Mandatory Technical Criteria

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.

5.1.2 Additional Certifications Required with the Bid

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 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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience

5.2.3.4 Product Conformance

The Bidder certifies that all goods proposed conform, and will continue to conform throughout the period of the contract, to the requirement detailed under Annex A.

Bidder's authorized representative signature

Date

5.2.3.5 OEM Certification

(i) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware or equipment proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware or equipment, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware or equipment it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation at Attachment 2 to Part 5 of the Bid Solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

(ii) If the hardware or equipment proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.

(iii) For the purposes of this bid solicitation, OEM means the manufacturer of the hardware or equipment, as evidenced by the name appearing on the hardware or equipment and on all accompanying documentation.

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

6.2.1 Requirement

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

6.2.2 Optional Requirement

- a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both as further described in Annex A under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
- b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

- c) **Option to Purchase Additional units:** The Contractor grants to Canada the irrevocable option to purchase additional units under the same terms and conditions and at the prices and/or rates stated in the Contract.

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](#) (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.3.2 Additional General Conditions

6.3.2.1 Conduct of the Work

- 1) The Contractor represents and warrants that:
 - a. it is competent to perform the Work;
 - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
- 2) The Contractor must:
 - a. perform the Work diligently and efficiently;
 - b. except for Government Property, supply everything necessary to perform the Work;
 - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - d. select and employ a sufficient number of qualified people;
 - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
 - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

6.3.2.2 Harassment in the workplace

- 1) The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the [Policy on Harassment Prevention and Resolution](#), which is also applicable to the Contractor, is available on the Treasury Board Web site.
- 2) The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

6.3.3 Supplemental General Conditions

4001 (2015-04-01) Hardware Purchase, Lease and Maintenance,
apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

- (a) The period of the Contract is one year from date of acceptance; and
- (b) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

6.4.2 Delivery Date

All the deliverables must be received on or before August 31 2020.

6.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one additional year under the same terms and 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 before the expiry date of the contract by sending a written notice to the Contractor. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.4.4 Delivery Points

Delivery of the requirement will be made to delivery point specified at Annex A of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Stephen Van Den Hanenberg
Title: Supply Officer

Public Works and Government Services Canada
Commercial Consumer Products Directorate
140 O'Connor Street, 7th floor
L'Esplanade Laurier (LEL), East Tower
Ottawa, Ontario, K1A 0R5

Telephone: 343-540-8371

E-mail address: stephen.vandenhaneberg@pwgsc-tpsgc.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.

Solicitation No. - N° de l'invitation
21120-216017/A
Client Ref. No. - N° de réf. du client
21120-216017

Amd. No. - N° de la modif.
File No. - N° du dossier
pv899.21120-216017

Buyer ID - Id de l'acheteur
pv899
CCC No./N° CCC - FMS No./N° VME

6.5.2 Technical Authority *(to be filled in only at contract award)*

The Technical Authority for the Contract is: *(to be filled in only 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 Accounts Payable Contact *(to be filled in only at contract award)*

Name: _____
Telephone: _____
E-mail address: _____

6.5.4 Contractor's Representative *(to be completed by the bidder)*

The telephone number (with extension if applicable) of the person responsible for:

General enquiries

Name: _____
Tel. No. _____ ext: _____
E-mail address: _____

Delivery Follow-up

Name: _____
Tel. No. _____ ext: _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

Initial Requirement

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 filled in only at contract award)*. Customs duties are included, excluded and Applicable Taxes are extra.

Optional Requirements

For the option to purchase additional electrostatic cleaning device and disinfectant, if Canada exercises its option, Canada will pay the Contractor firm unit price as specified in Table "2", Annex "B" – Basis of Payment. Customs duties are included and Applicable Taxes are extra.

6.7.2 SACC Manual Clauses

SACC Manual clause C2000C (2007-11-30) Taxes - Foreign-Based Contractor
SACC Manual clause C2001C (2010-01-11) Duties and Taxes - Drawback Certificate
SACC Manual clause C2605C (2008-05-12) Canadian Customs Duty and Sales Tax
SACC Manual clause H1001C (2008-05-12) Multiple Payment

6.7.3 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. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

6.8 Invoicing Instructions

6.8.1 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.

6.8.2 Invoices must be distributed as follows:

- (a) The original and two (2) copies 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.
- (c) Invoices and order confirmations can be sent via e-mail to:

- (d) To facilitate the payment process, it is important that the Contractor quote the contract number on all the invoices, shipping bills and packing slips. Failure to do so will delay payment and the date used for calculating interest on overdue accounts.

6.9 Certifications and Additional Information

6.9.1 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.

6.10 Applicable Laws

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

6.11 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 supplemental general conditions:
 - i. 4001, Hardware Purchase, Lease and Maintenance;
- (c) the general conditions 2010A General Conditions - Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex "C", List of Products;
- (f) Annex "B", Basis of Payments; and
- (g) the Contractor's bid dated _____ (*insert date of bid*).

6.12 SACC Manual Clauses

SACC Manual clause [G1005C](#) (2016-01-28) Insurance
SACC Manual clause [B1501C](#) (2018-06-21) Electrical Equipment
SACC Manual clause [B7500C](#) (2006-06-16) Excess Goods
SACC Manual clause [D2000C](#) (2007-11-30) Marking
SACC Manual clause [D2001C](#) (2007-11-30) Labeling
SACC Manual clause [D2025C](#) (2017-08-17) Wood Packaging Materials
SACC Manual clause [D6010C](#) (2007-11-30) Palletization
SACC Manual clause [D9002C](#) (2007-11-30) Incomplete Assemblies
SACC Manual clause [D3010C](#) (2016-01-28) Delivery of Dangerous Goods/Hazardous Products
SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)
SACC Manual clause [A9068C](#) (2010-01-11) Government Site Regulations

6.13 Shipping Instructions

6.13.1 Shipping Instructions - Delivery at Place

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

Delivered Duty Paid (DDP) Laval QC Incoterms® 2010 for shipments from a commercial contractor.

6.13.1.2 The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

6.14 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.

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- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX A

Part 1 – REQUIREMENT

This contract is being put in place by Canada as part of its response to the COVID-19 pandemic

Correctional Service Canada (CSC) has a requirement for 42 electrostatic cleaning devices (hereinafter referred to as the cleaning device), which must meet all of the mandatory technical requirements as specified below. Given the global concerns with the COVID-19 pandemic and the urgency related to ensuring all institutions have a functional Electrostatic unit, CSC requires this device to support site efforts related to enhanced cleaning across the institution. The requirement must include all of the following:

- Wheeled cart electrostatic spray system
- One hard copy and one electronic copy of the owners and/or user's manual, in English and French, with each device.
- Warranty including maintenance and support for a minimum of 1 year.
- Training sessions for offenders and/or staff on an as and when requested basis with each devices purchased.

The Contractor must have a minimum of two years' experience in providing infectious disease control equipment and in the delivery of infection control practices. Correctional Services of Canada has a requirement to have offenders and/or staff trained at Federal Institutions for the equipment supplied.

The cleaning device must work and operate at all times in accordance with the following mandatory technical requirements:

1. The cleaning device must be a wheeled cart electrostatic spray system (must not be a backpack type model).
2. The cleaning device must be UL and ULC (Underwriter's Laboratory Canada) stamped and approved.
3. The cleaning device must be accredited for use in health service environments and meets the measurable infection controls in accordance with Health Canada Standards.
4. The cleaning device must use of Health Canada approved chemistry and has a two minute Covid-19 kill claim.
5. The cleaning device must treat every surface even in large areas including sensitive equipment, without missing any environmental spots where infective agents can be hidden such as Norovirus, Ebola (EVD), Sars-CoV-2, Influenza, and Influenza-like diseases.
6. The cleaning device must be effective during regular maintenance, outbreak situations as well as post outbreak to prevent recurrences. Effective means the bacterial loads is decreased. This is measured by using Adenosine Triphosphate (ATP) or germ glow to measure the effectiveness of the cleaning.
7. The cleaning device must support the functionality of decreasing bacterial loads in a hospital setting to an ATP score of 50 or below.
8. The cleaning device must spray at 30-50 microns with a consistent droplet size and charge density greater than five.
9. The cleaning device must leave no lingering aerosols after the cleaning area has been cleaned with the cleaning device and occupants must be able to reoccupy the area that has been cleaned in 15 minutes or less after cleaning.

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The contractor must deliver the requirement to:

Correctional Service Canada - National Depot
250 Montée St-Francois
Laval, Quebec,
H7C 1S5

PART 2 - MANDATORY TECHNICAL EVALUATION CRITERIA

The following requirements are the mandatory technical evaluation criteria which will be evaluated during the Bid Evaluation. In addition the Contractor will be required to meet all of the mandatory technical requirements for the duration of the Contract

Bidders are requested to cross reference the mandatory technical criteria in a concise format by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation.

ITEM	CRITERIA	THE BIDDER MUST PROVIDE THE FOLLOWING DOCUMENTATION TO SUBSTANTIATE COMPLIANCE	REFERENCE (E.G. PAGE NUMBER) TO SUBSTANTIATION IN THE TECHNICAL BID.
1	The Bidder must have a minimum of two years' experience in providing infectious disease control equipment and in the delivery of infection control practices	A) The Bidder must provide at least two references where the bidder have provided infectious disease control equipment for at least two years. For each reference the bidder must provide the following details: i) name of client organization and contact information; ii) Date (month/year) during which the delivery of the infectious disease control equipment was provided. B) The bidder must provide at least two references where the bidder have delivered infection control practices for at least two years. For each reference the bidder must provide the following details: i) name of client organization and contact information; ii) total number of years/months of experience delivering infection control practices including start and end date of the assignments; and iii) Details about the work performed and the experience of the personnel that delivered the training and education on the equipment.	
2	The cleaning device must be UL (Underwriters Laboratory) and ULC (Underwriter's Laboratory Canada) stamped and approved	The bidder must provide technical specifications, brochures or product document stating that the cleaning device is UL and ULC approved.	
3	The cleaning device must support the functionality of decreasing bacterial loads in a hospital setting.	The bidder must provide documents, reports and/or studies that demonstrate that the cleaning device is decreasing bacterial loads in a hospital setting to an ATP score of 50 or below.	

ANNEX B
BASIS OF PAYMENT

The Bidder must provide all of the pricing requested in the following Tables in accordance with **Article 6.6.1 - Basis of Payment**.

Table 1: Initial Requirement:

Item	Description	Number of Units	Unit of Issue	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
1	Electrostatic Cleaning Device as described in Annex A	42	Each	\$	\$
Total Evaluated Price					\$

Table 2: Optional Requirement:

Item	Description	Number of Units for Evaluation Purposes	Unit of Issue	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
1	Electrostatic Cleaning Device as described in Annex A	1	Each	\$	\$
Total Evaluated Price					\$

Table 3: Total Aggregated Bid Price:

Item	Description	Evaluated Price
1	Table 1: Initial Requirement	As per Evaluated Price from Table 1
2	Table 2: Optional Requirement	As per Evaluated Price from Table 2
3	Total Aggregated Bid Price	Sum of Tables 1 and 2

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ANNEX “C”
LIST OF PRODUCTS

Product Name	Model/Part Number	Name of Manufacture		

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ANNEX "D"
COMPLETE LIST OF DIRECTORS
(As per Standard Instructions, Clauses and Conditions Part 2)

Name	Position
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<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
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ATTACHMENT 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;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);

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ATTACHMENT 2 to PART 5 OF THE BID SOLICITATION

OEM Certification

OEM Certification Form	
This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.	
Name of OEM	_____
Signature of authorized signatory of OEM	_____
Print Name of authorized signatory of OEM	_____
Print Title of authorized signatory of OEM	_____
Address for authorized signatory of OEM	_____
Telephone no. for authorized signatory of OEM	_____
Fax no. for authorized signatory of OEM	_____
Date signed	_____
Solicitation Number	_____
Name of Bidder	_____