



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

Industrial Vehicles & Machinery Products Division

LEFTD - HS Division

140, O'Connor Street/

140, rue O'Connor,

East Tower, 4th Floor/

Tour Est, 4e étage

Ottawa

Ontario

K1A 0S5

Title - Sujet Sneeze-guard protective screen		
Solicitation No. - N° de l'invitation G9292-216054/A	Date 2020-08-04	
Client Reference No. - N° de référence du client G9292-216054		
GETS Reference No. - N° de référence de SEAG PW-\$\$HS-652-78979		
File No. - N° de dossier hs652.G9292-216054	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-08-14		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: Lafontaine, Raphael		Buyer Id - Id de l'acheteur hs652
Telephone No. - N° de téléphone (613) 296-5030 ()	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

Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, offerors are highly encouraged to transmit their offer electronically using the epost Connect service. Information on the epost Connect service can be found in Part 2 entitled Offeror Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation.

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION.....	3
1.2 SUMMARY	3
1.3 COMPREHENSIVE LAND CLAIMS AGREEMENT(S)	3
1.4 SET-ASIDE UNDER THE FEDERAL GOVERNMENT PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS (PSAB).....	3
1.5 DEBRIEFINGS	4
1.6 NATIONAL SECURITY EXCEPTION	4
1.7 CANADIAN CONTENT	4
1.8 EPOST CONNECT SERVICE	4
PART 2 - BIDDER INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF BIDS.....	5
2.3 ENQUIRIES - BID SOLICITATION.....	5
2.4 APPLICABLE LAWS.....	5
2.5 BID CHALLENGE AND RECOURSE MECHANISMS.....	6
PART 3 - BID PREPARATION INSTRUCTIONS.....	7
3.1 BID PREPARATION INSTRUCTIONS	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	9
4.1 EVALUATION PROCEDURES.....	9
4.2 BASIS OF SELECTION.....	10
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	11
5.1 CERTIFICATIONS REQUIRED WITH THE BID	11
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	12
PART 6 - RESULTING CONTRACT CLAUSES	15
6.1 SECURITY REQUIREMENT.....	15
6.2 STATEMENT OF WORK.....	15
6.3 STANDARD CLAUSES AND CONDITIONS	15
6.4 TERM OF CONTRACT	15
6.5 AUTHORITIES	16
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	17
6.7 PAYMENT	17
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	18
6.9 APPLICABLE LAWS.....	19
6.10 PRIORITY OF DOCUMENTS	19
6.11 SACC MANUAL CLAUSES	19
6.12 INSPECTION AND ACCEPTANCE.....	19
6.13 SHIPPING INSTRUCTIONS - DELIVERY AT DESTINATION	19
6.14 POST-CONTRACT AWARD MEETING	19
6.15 DISPUTE RESOLUTION.....	20
ANNEX A - STATEMENT OF WORK	21

ANNEX B - PRICING 22

APPENDIX B1 – LIST OF SITES PER QUANTITY AND WAVES..... 23

ANNEX C - ELECTRONIC PAYMENT INSTRUMENTS 26

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Annex A - Statement of Work, the Annex B - Pricing, the Appendix B1 – List of Sites per Quantity, and the Annex C - the Electronic Payment Instruments.

1.2 Summary

The Department of Employment and Social Development Canada has a requirement to purchase and deliver two (2) sizes of panel and ancillary items in accordance with the Annex A - Statement of Work (2020-07-31) and as described at Annex B – Pricing.

1.3 Comprehensive Land Claims Agreement(s)

This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- James Bay and Northern Quebec Agreement;
- The Northeastern Quebec Agreement;
- Atikamekw Nation Council;
- Algonguin Anishinabeg Nation

1.4 Set-aside under the Federal Government Procurement Strategy for Aboriginal Business (PSAB)

This is an open tender. However, it will be set-aside under the Government of Canada's Procurement Strategy for Aboriginal Business (PSAB) if two or more bids have been received by Aboriginal businesses who are certified under the Procurement Strategy for Aboriginal Business (PSAB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (<https://www.aadnc-aandc.gc.ca/eng/1100100033057/1100100033058>). If your Aboriginal business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Aboriginal businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Aboriginal businesses and will not consider bids from any non-Aboriginal businesses that may have been submitted. If the bids from the Aboriginal businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Aboriginal businesses remain, bids from all of the non-Aboriginal businesses that had submitted bids will then be considered by the contracting authority.

1.5 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.

1.6 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.

1.7 Canadian Content

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

1.8 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.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

2.2 Submission of Bids

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

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

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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

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 Offer (Four (4) hard copies)
Section II: Financial Offer (One (1) hard copy)
Section III: Certifications (One (1) hard copy)
Section IV: Additional Information (One (1) hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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 hard copy 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 to meet the requirement 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.

Section II: Financial Bid

Bidder must submit their financial offer in accordance with the Basis of Payment detailed in Part 6B and Annex C – Pricing.

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 Exchange Rate Fluctuation

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

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

Section IV: Additional Information

3.1.3 Mandatory Delivery Date – Bid

This requirement is urgently needed to operationalize the Service Canada client service centers under the current COVID-19 related conditions. Bidders are requested to submit bids that reflect the delivery date requested. This will be reflected in any contract that is awarded.

3.1.3.1 Mandatory Delivery Date – Firm Quantity

Emergency Wave 1

Delivery is requested before August 28th, 2020.

Emergency Wave 2

Delivery is requested before September 4th, 2020.

3.1.4 Bidders Contacts

Canada requests that Bidder provide the Contractor's Representative contact information in Part 6.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

Bidders must demonstrate their compliance with all mandatory technical criteria detailed below, by providing substantial information describing completely and in detail how each requirement is met or addressed. Simply repeating the statement contained in the bid solicitation is not sufficient.

ITEM	MANDATORY TECHNICAL CRITERIA (MTC)	REFERENCE TO SUBSTANTIAL INFORMATION CAN BE FOUND AT PAGE IN THE TECHNICAL BID.
MTC 1.	The panels must be at least 5mm in thickness.	
MTC 2.	Bidder must certify that the items will be delivered in accordance with section 3.1.3.1 Mandatory Delivery Date – Firm Quantity.	

4.1.2 Financial Evaluation

Bidders must provide with their bid all financial information requested in the bid solicitation for the regions they submit a bid at Annex B – Pricing, and in accordance to the Basis of Payment.

4.1.2.1 Mandatory Financial Criteria for Firm Quantity

The prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

4.1.2.2 Evaluated Aggregate Price

Bids will be evaluated on an aggregate price basis per region for the firm quantity as follows:

- a) the firm prices for the firm quantity will be multiplied by their identified quantities to obtain the evaluated price of the firm quantity;
- b) the sum of all evaluated prices will determine the evaluated aggregate price.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated aggregate 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 Integrity 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

5.1.2.1 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see Annex 9.4, Supply Manual.
2. The Bidder:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
 - i. () The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - ii. () The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Bidder must check the applicable box below:
 - i. () The Aboriginal business has fewer than six full-time employees.
OR
 - ii. () The Aboriginal business has six or more full-time employees.

5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

5.1.2.1 Owner/Employee Certification – Set-aside for Aboriginal Business (A3001T)

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (insert "an owner" and/or "a full-time employee") of _____ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

5.1.2.2 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

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

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

The Bidder certifies that:

() a minimum of 80 percent of the total bid price consist of Canadian goods as defined in paragraph 1 of clause [A3050T](#).

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

5.1.2.2.1 SACC Manual clause [A3050T](#) (2018-12-06) Canadian Content Definition

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 specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

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

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Product Conformance

The Bidder certifies that all equipment proposed conform, and will continue to conform throughout the duration of the contract, to all technical specifications of the purchase description(s).

This certification does not relieve the bid from meeting all mandatory technical criteria detailed in Part 4.

Bidder's authorized representative signature

Date

5.2.3.2 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

- A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

Bidder's authorized representative signature

Date

Or

- B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

Bidder's authorized representative signature

Date

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 Requirement

There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor must provide the items detailed under the "Annex A – Statement of Work dated (2020-07-31) and the Annex B - Pricing

6.2.1 Technical Changes, Substitutes and Alternatives

Any technical changes, equivalent products and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. Any equivalent products and alternatives must be equivalent in form, fit, function and performance. Equivalent products and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.

Should the Technical Authority not accept the equivalent product or the alternative and the Contractor is unable to meet the technical requirement, Canada may terminate the contract for default in accordance with the general conditions 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 - Medium Complexity - Goods, apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

Delivery of the panels must be made as follows:

Firm Quantity

Emergency Wave 1

Delivery is requested before August 28th, 2020.

Emergency Wave 2

Delivery is requested before September 4th, 2020.

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery points specified at Appendix B1 – List of sites per Quantity and Waves of the Contract.

6.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

- James Bay and Northern Quebec Agreement;
- The Northeastern Quebec Agreement;
- Atikamekw Nation Council;

- Algonquin Anishinabeg Nation

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Raphael Lafontaine
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Logistics, Electrical, Fuel and Transportation Directorate
LEFTD - HS Division
L'Esplanade Laurier (LEL) East Tower, 4th floor
140, O'Connor Street, Ottawa (Ontario) K1A 0S5
Telephone: 613 296-5030
E-mail address: raphael.lafontaine@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.

6.5.2 Procurement Authority

The Procurement Authority for the Contract is:

Name: **(To be inserted by PWGSC)**
Telephone: _____
Facsimile: _____
E-mail address: _____

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Standing Offer with the Procurement Authority; however, the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a Contract amendment issued by the Contracting Authority.

6.5.3 Technical Authority

The Technical Authority for the Contract is:

Name: **(To be inserted by PWGSC)**
Telephone: _____
Facsimile: _____
E-mail address: _____

The Technical 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 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.

6.5.4 Contractor's Representative

The name and particulars of the person to be contacted for general enquiries and follow-up purposes:

General enquiries

Name:

Telephone No:

Facsimile No:

E-mail address:

Delivery follow-up

Name:

Telephone No:

Facsimile No:

E-mail address:

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a **Public Service Superannuation Act** (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with **Contracting Policy Notice: 2012-2** of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid as follows:

6.7.1.1 Basis of Payment Type 1

Firm prices in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra, as specified in Annex B - Pricing.

6.7.2 SACC Manual Clauses

SACC Reference	Title	Date
C6000C	Limitation of Price	2017-08-17
H1001C	Multiple Payments	2008-05-12

6.7.3 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.
2. Invoices cannot be submitted before delivery, inspection and acceptance of the vehicle/equipment/service.
3. The Applicable Taxes must be calculated on the total amount of the invoice before the holdback is applied. At the time the holdback is claimed, there will be no taxes payable as they were claimed and payable under the previous invoice for the vehicle/equipment/service.
4. Upon delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service the Contractor can submit an invoice for the release of the holdback.
5. Each invoice must be supported by:

- (a) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- 6. The Contractor is requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.
- 7. Invoices must be distributed as follows:
 - (a) The original must be forwarded or emailed to the Procurement Authority identified under the section entitled "Authorities" of the Contract for acceptance and payment.
 - (b) One (1) copy must be forwarded or emailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - (c) One (1) copy must be forwarded to the consignee.

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

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.

6.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.8.3 Aboriginal Business Certification

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the *Supply Manual*.

2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.

3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to 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 Ontario.

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 (2020-05-28)
- (c) Annex A, Statement of Work dated (2020-07-31)
- (d) Annex B, Pricing;
- (f) the Contractor's bid dated ***To be inserted by PWGSC***, as amended on ***To be inserted by PWGSC***.

6.11 SACC Manual Clauses

SACC Reference	Title	Date
A1009C	Work Site Access	2008-05-12
A9068C	Government Site Regulations	2010-01-11
G1005C	Insurance	2016-01-28

6.12 Inspection and Acceptance

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

6.13 Shipping Instructions - Delivery at Destination

The Contractor must ship the goods prepaid DDP - Delivered Duty Paid at Contractor's Facility until a task authorization is raised to deliver and perform on-site installation. Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.

The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the person identified in Annex C - Pricing. The consignee may refuse shipments when prior arrangements have not been made.

6.14 Post-Contract Award Meeting

Within ten (10) calendar days from the effective date of the Contract, the Contractor must contact the Contracting Authority to determine if a post-contract award meeting is required. A meeting will be convened at the discretion of the Technical Authority after contract award to review technical and contractual requirements. The Contractor must be responsible for the preparation and distribution of the minutes of meeting within five (5) calendar days after the meeting has been held. The meeting will be held at the Contractor's facilities or at Employment and Social Development Canada's facility or via teleconference, at Canada's discretion at no additional cost to Canada, with representatives of the Contractor, Employment and Social Development Canada and Public Works and Government Services Canada.

6.15 Dispute Resolution

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

ANNEX A - STATEMENT OF WORK

Dated: 2020-07-31

The Contractor must supply and deliver protective wellness screens to all Service Canada Centers in Québec (SCC) for which a reopening is planned in the next few weeks, in order to protect client citizens as well as employees from Covid-19 infection risks.

The contractor must manufacture or otherwise produce a total of 215 transparent wellness screens in two formats, with two-faced adhesive tape for installation. The contractor must additionally ensure delivery to all 56 SCC sites targeted for reopening.

TECHNICAL REQUIREMENTS

Panel specifications:

The panels must:

- be at least 5mm in thickness;
- have a document window at the bottom, large enough to pass letter-sized documents and other small objects;
- be solid enough to remain in place even when accidentally bumped.;

Installation:

The installation must be temporary in nature on a work surface, with two-faced adhesive tape. It must not require drilling, screwing or any other form of permanent alteration to the furniture.

No installation by the contractor is required, nor permitted. The installation process must be straightforward enough to allow SCC employees to complete installation without help from the contractor.

ANNEX B - PRICING

Item 001 - Panels - 34'' Width x 36'' Height - (Firm Quantity)

The Contractor must deliver sixty-seven (67) panels and ancillary items in accordance with the attached Statement of Work, dated 2020-07-31.

The panels and ancillary items must be delivered in accordance with the appendix B1 - List of sites per Quantity and Waves.

Firm price of \$_____ per panel and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment Type 1.

Item 002 - Panels - 36'' Width x 36'' Height – (Firm Quantity)

The Contractor must deliver one hundred and forty-eight (148) panels and ancillary items in accordance with the attached Statement of Work, dated 2020-07-31.

The panels and ancillary items must be delivered in accordance with the appendix B1 - List of sites per Quantity and Waves.

Firm price of \$_____ per panel and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment Type 1.

Appendix B1 – List of sites per Quantity and Waves

Wave	Point of Service	Province	Physical Address	Postal Code	34" W x 36" H	36" W x 36" H
1	Verdun	QC	4110 Wellington Street	H4G 1V7		5
1	Sainte-Foy (Québec)	QC	3229 chemin des Quatre-Bourgeois, 3e étage	G1W 0C1	1	4
1	Valleyfield	QC	73, rue Maden, Bureau 100	J6S 3V4		3
1	Sainte-Anne-des-Monts	QC	230 First Avenue West	G4V 1E2	1	3
1	Thetford Mines	QC	350 Frontenac Boulevard West, Bureau 500	G6G 6N7		3
1	Louiseville	QC	507 Marcel Street	J5V 1N1	3	
1	Sainte-Thérèse	QC	100 Ducharme Boulevard, Office 130	J7E 1X2	1	3
1	Sorel-Tracy	QC	101, rue Augusta	J3P 1A8	1	2
1	Victoriaville	QC	84 boulevard Labbé Sud	G6S 1K4	1	3
1	Shawinigan	QC	444 5th Street de la Pointe, Floor 1	G9N 1E6	1	2
1	Saint-Eustache	QC	250, boul. Arthur-Sauvé	J7R 2H9	1	2
1	Magog	QC	1700, rue Sherbrooke, Suite 100A	J1X 5B4		3
1	Terrebonne	QC	835 Montée Masson	J6W 2C7		4
1	Vaudreuil-Dorion	QC	2555, rue Dutrisac	J7V 7E6		4
1	Saint-Léonard (Montréal)	QC	6020 Jean-Talon Steet East , Suite 500	HIS 3B1	5	
2	New Richmond	QC	152 Perron Boulevard West, Floor 2	G0C 2B0		3
2	Baie Comeau	QC	300 LaSalle Boulevard	G4Z 2K2		3
2	Dolbeau	QC	1400, rue des Érables	G8L 2W7	1	2
2	La Malbaie	QC	541 St-Étienne Street	G5A 1J3	3	

2	La Tuque	QC	290 St-Joseph Street	G9X 3Z8	3	
2	Ville-Marie	QC	69B Ste-Anne Street Ville-Marie, QC	J9V 2B6	1	2
2	Maniwaki	QC	100 Principale Street South, Piece 220	J9E 3L4	1	2
2	Alma	QC	100 St-Joseph Avenue South, Office 105	G8B 7A6	1	3
2	Amos	QC	502 4th Street East	J9T 1Y4		3
2	Asbestos	QC	309, rue Chassé	J1T 2B4	1	2
2	Campbell's Bay	QC	2 John Street	J0X 1K0	2	1
2	Causapscal	QC	8 St-Jacques North	G0J 1J0		3
2	Chandler	QC	75 Rene-Levesque Boulevard East	G0C 1K0		3
2	Châteauguay	QC	245, boul. St-Jean-Baptiste	J6K 3C3	2	2
2	Chibougamau	QC	623 3rd Street	G8P 3A2	1	1
2	Chisasibi	QC	457 Wolverine Street	J0M 1E0	2	
2	Coaticook	QC	289, rue Baldwin	J1A 2A2	2	
2	Côte-Des-Neiges N.-D.- G. (Montréal)	QC	5160 Boulevard Décarie, Suite 700	H3X 2H9	2	3
2	Cowansville	QC	224, rue du Sud	J2K 2X4		3
2	Donnacoona	QC	100, Route 138, Bureau 110	G3M 1B5	3	
2	Forestville	QC	25, route 138 est, Bureau 800	G0T 1E0	1	2
2	Granby	QC	82, rue Robinson Sud	J2G 7L4		3
2	Joliette	QC	46 Gauthier Street South, Office 100	J6E 4J4		4
2	La Pocatière	QC	103-708 4th Avenue	G0R 1Z0		3
2	La Sarre	QC	319 Rue Principale	J9Z 1Z4	1	2
2	Lac Mégantic	QC	5550, rue Frontenac	G6B1H 5	3	
2	Matane	QC	750 du Phare Avenue West, Bureau 220	G4W 3W8		3
2	Mistissini	QC	32 Amisk Street	G0W 1C0		1
2	Mont-Laurier	QC	431 de la Madone Street, 1er étage	J9L 1S1		3

2	Montréal	QC	200 boul. René-Lévesque, ouest, Sous-sol, Tour ouest	H2Z 1X4		10
2	Montmagny	QC	37, avenue Sainte-Brigitte sud	G5V 2Y3		3
2	Rivière-du-Loup	QC	298 Armand-Thériault Boulevard, Floor: 2	G5R 4C2		3
2	Roberval	QC	755 St-Joseph Boulevard, Suite 202	G8H 2L4		3
2	Sainte-Agathe-des-Monts	QC	118 rue Principale est, 2e étage, Suite 200	J8C 1K1	1	3
2	Senneterre	QC	761, 10e avenue	J0Y 2M0	1	2
2	Montréal	QC	740 rue Bel Air Montréal	H4X 2K3	20	26

ANNEX C - ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by 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);