



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 Disinfectant wipes, solution and sp	
Solicitation No. - N° de l'invitation E60PV-20ESS4/A	Date 2020-10-06
Client Reference No. - N° de référence du client E60PV-20ESS4	
GETS Reference No. - N° de référence de SEAG PW-\$\$PV-926-79144	
File No. - N° de dossier pv926.E60PV-20ESS4	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-10-19	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Buller, Julie	Buyer Id - Id de l'acheteur pv926
Telephone No. - N° de téléphone (613) 618-9923 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	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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N° de l'invitation – Solicitation No.

E60PV-20ESS4/A

N° de réf. du client – Client Ref.

Amd. N° de la modif. - No.

No. CCC No./N° CCC - FMS No./N° VME
pv926.E60PV-20ESS4

Id de l'acheteur – Buyer ID

pv926

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PART 1 — GENERAL INFORMATION

*****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, bidders must transmit their bid electronically using the epost Connect service or fax (819-997-9776). Paper bids will not be accepted.**

NOTE: Canadian Content applies to this requirement.

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Requirement

The Essential Services Contingency Reserve (ESCR) and Other Government Departments (OGD) have a requirement for supply and delivery of Disinfectant Wipes, Solution and Spray for COVID-19 to Mississauga, ON, as detailed in Annex A. This is part of Canada's response to the COVID-19 pandemic.

1.3 Debriefings

Debriefing on the results of the bid solicitation process will not be provided.

1.4 National Security Exception

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

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.

1.5 Canadian Content

The goods covered by this solicitation are limited to Canadian goods as defined in clause A3050T and outlined further in **Section 5.3**

1.6 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: 120 days

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 indicated on page 1 of the bid solicitation using the epost Connect service or fax (819) 997-9776.

Note: For bidders submitting 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 (email address for epost Connect Service)

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.

The above address is for the sole purpose of bid submission. No other communications are to be forwarded to this address.

No proposal shall be sent directly to the PWGSC Contracting Authority.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) 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, Canada.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 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

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, bidders are must transmit their bid electronically using the epost Connect service or fax (819-997-9776). Paper bid will not be accepted.

Section I: Technical Bid

3.1.1 If the Bidders submits their bid electronically, in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications

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

A Bidder may only submit one bid. There may only be one proposed SKU per line item in Annex B.

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 and describe their approach 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 and a picture of 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/location; the model and part number and Drug Identification Number (DIN). Bidders must also state the point of manufacture and shipping of goods. The bidder is requested to use the form provided in **Annex C**.

Section II: Financial Bid

- a) **Pricing and Delivery:** 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 additional quantities. The identification of all necessary equipment required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- c) **Items not included in the bid:** Bidders are requested to state "Not included" in the pricing columns for any item that it does not intend to include in its bid.
- d) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item that is included in its bid and for which it does not intend to charge. 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.

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete **Attachment 1** of Bid Solicitation "Electronic Payment Instruments", to identify which ones are accepted.

If **Attachment 1** 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.

Section III: Certifications

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

3.1.3 Origin of work

Bidders must provide the name, address and country of manufacturers of the Item, including

subcontractors, to be utilized in the performance of the contract.

The following manufacturer(s)/subcontractor(s) will be utilized in the performance of the contract:

- a. Name and complete address of manufacturer/subcontractor: _____
- b. Location where work will be _____ *(please indicate the complete address if different from the address provided in a.)*
- c. Nature of manufacturing/subcontracting work performed: _____
(Enter the information for each manufacturer/subcontractor)

Manufacturers/Subcontractors, other than those listed above, may not be utilized without the written permission of Canada.

The Bidder agrees that Canada may publicly disclose the information provided with respect to the countries of origin.

Bidders must immediately inform Canada in writing of any and all changes affecting the information provided under this clause during the entire bid validity period.

3.1.4 Resulting Contract Information

Bidder input is required to complete several sections under Part 6, Resulting Contract Clauses.

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

*Samples **may** be requested to verify the compliancy of proposed products.*

If samples and/or a rationale is requested, the bidder will be contacted by the Contracting Authority along with further instructions.

4.1.1 Technical Evaluation**Mandatory Technical Evaluation Criteria**

The mandatory technical evaluation criteria are:

TABLE 1: Bidder Mandatory Capabilities Criteria

M1 - Mandatory Technical Criteria	Reference Page #	Met / Not Met	Comment
<p>(a) List of Products:</p> <p>Bidders must include a complete product list identifying: the product name; a detailed description of the product, the part number, the name of manufacturer; the location of the manufacturer, etc.</p> <p>Bidders are requested to use the form provided in Annex C.</p>			
<p>(b) Supporting Technical documentation:</p> <p>Bidders must include a Technical brochure or technical data of the product to demonstrate compliancy to the requirement as described in Annex A - Requirement.</p>			
<p>(c) Delivery Schedule and Supply Capacity:</p> <p>Bidders must provide a detailed delivery timeframe for the quantity of items proposed. Bidders could also provide information on their supply capacity for additional quantities. Bidders are requested to use the form provided in Annex B – Table 2.</p> <p>The bidder must demonstrate how problems will be addressed if the delivery timeline is not met.</p>			

4.1.2 Financial Evaluation**4.1.2.1 Mandatory Financial Criteria**

- a. The Bidder must submit firm unit prices in Canadian dollars, applicable taxes are excluded, DDP (Mississauga, ON), transportation costs included, all applicable Customs Duties and Excise taxes included.
- b. The Bidder must submit firm unit pricing for all items and all destinations including optional quantity. The Bidder must submit firm unit pricing for all items including option quantity at no more than two decimal points.

4.1.2.2 SACC MANUAL CLAUSE

A9033T 2012/07/16 Financial Capability

4.2 Basis of Selection

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

Canada reserves the right to award one or multiple contracts for any responsive bid in order to fulfil its overall requirement. Canada reserves the right to consider numerous factors in awarding one or multiple contracts, including but not limited to:

- (a) the bidder's experience and capacity outlined in response to M1;
- (b) the bidder's proposed delivery time frame for firm and optional quantities;
- (c) bidder's proposed price;
- (d) socio-economic considerations, such as businesses owned by aboriginals or minorities.
- (e) the bidder's environmental considerations and commitment information in Annex F.

The fact that a bid has been declared responsive does not mean that the bidder will be guaranteed contract.

This basis of selection does not limit Canada's rights outlined in the 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements.

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.

5.2 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.

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 [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 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

5.2.3.2 Diverse (underrepresented) suppliers

PSPC promotes social procurement which creates greater inclusiveness and opportunities for participation by underrepresented groups in federal government procurement. Groups currently included in the pilot program are women, persons with disabilities, visible minorities, and Indigenous peoples. These underrepresented supply groups will be referred to as diverse suppliers and will have the opportunity to self-identify when submitting their bid.

“Indigenous business” means an entity which is:

- ☐ a sole proprietorship
or
 - ☐ a limited company
 - ☐ a co-operative
 - ☐ a partnership
 - ☐ a not-for-profit organization in which Indigenous persons (First Nations, Inuit, Métis) have at least 51 per cent ownership and control
- or

☐ A joint venture consisting of two or more Indigenous businesses or an Indigenous business(es) and a non-Indigenous business(es), provided that the Indigenous business(es) has at least 51 per cent ownership and control of the joint venture.

5.3 Canadian Content

1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause A3050T.
2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining beforehand the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) 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, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

This procurement is limited to Canadian goods.

The Bidder certifies, by placing a mark between the parentheses, that:

☐ the good(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T.

“A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the North American Free Trade Agreement (NAFTA) Rules of Origin. For the purposes of this determination, the reference in the NAFTA Rules of Origin to “territory” is to be replaced with “Canada”.”

Bidders should submit this certification completed with their bid. If the certification is not completed and submitted with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to submit this completed certification.

Failure to comply with the request of the Contracting Authority and submit the completed certification will render the bid non-responsive.

PART 6 - RESULTING CONTRACT CLAUSES

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

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

The Essential Services Contingency Reserve (ESCR) and Other Government Departments (OGD) have a requirement for supply and delivery of Disinfectant Wipes, Solution and Spray for COVID-19 to Mississauga, ON, as detailed in Annex A, this is part of Canada's response to the COVID-19 pandemic.

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

6.2.1 Optional Requirement

- a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both as further described in Annex B under the same terms and conditions and at the prices and/or rates stated in the Contract.
- b) **Option to Purchase Additional units:** The Contractor grants to Canada the irrevocable option to purchase additional units. The Contracting Authority may exercise the option to purchase additional units at any time before the expiry of the Contract by sending a written notice to the Contractor.

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.

6.4 Term of Contract**6.4.1 Period of the Contract**

The period of the Contract is from date of Contract award for a one (1) year period.

6.4.2 Delivery Date**Firm Quantity**

Delivery must start within 2 weeks after contract award and the remainder quantity will be delivered by a biweekly/monthly schedule until contract is completed.

6.4.3 Delivery Appointments

The Contractor must make deliveries to Mississauga, ON **by appointment only**. The Contractor or its carrier must arrange delivery appointments by contacting the authority.

The consignee may refuse shipments when prior arrangements have not been made.

Delivery Address:

SCI Warehouse GTA
6590 Millcreek Dr.,
Mississauga, ON L5N 8B3

Hours of operations:

The warehouse is typically open from 07:30 am to 19:30 pm.

Warehouse Contacts (only):

John Appiah Andam – Primary Contact

John.AppiahAndam@sci.ca

905-808-4866

Sandipkumar Patel

Sandipkumar.Patel@sci.ca

647-354-7838

Delivery Requirements:

Pallet height should be max 48" high

Required information to be provided when delivering:

Estimated number of skids/pallets

Height of skids/pallets

Number of boxes per skids/pallets

Number of items per box

6.4.3.2 Bulk Shipments

For bulk shipments, all packages (boxes/cartons) must be shipped on 40" x 48" pallets shrink-wrapped or equivalent with overall height not to exceed 42 inches.

6.4.3.3 Packaging – Commercial

Packing must be in accordance with standard commercial practice to ensure safe delivery at Destination and the following guidelines:

Vendor / Label Information:

- Require supplier to add the shipment BOL number directly on the invoice.
- Vendor name on the box label
- Quantity of units in the individual carton's to be indicated on the box
- Contract # indicated on the box label

Safety Information:

- Expiry date on the label if applicable
- Lot code on the label if applicable

Shipping Requirements:

- 40" x 48" pallets shrink-wrapped or equivalent with overall height not to exceed 42"
- Packing list to be clearly marked and on the last box
- Cartons to be arranged on the pallet with the carton labels facing outward.
- No mixed shipments on pallets or if pallet is mixed have it clearly marked on packing slip

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Julie Buller

Title: Procurement Specialist

Procurement Directorate

Public Works and Government Services Canada

Telephone: 613-618-9923

E-mail address: julie.buller@tpsgc-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 Technical Authority (this will be filled out at Contract Award)

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative *(to be 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: _____

PBN (procurement business number) if available:

If you don't already have a PBN, we invite you to create one at the following link:

<https://srisupplier.contractsCanada.gc.ca/index-g.cfm?af=ZnVzZWJldGlvdj1yZWdpc3Rlci5pbmRybyZpZD00&lang=eng>

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 price, as specified in Annex "B" – Basis of Payment for a cost of \$_____ **(to be filled in only at contract award)**. Customs duties are included and Applicable Taxes are extra.

Optional Requirements (Purchase – Additional Quantities)

For the option to purchase additional quantities, 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.

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 Method of Payment

SACC *Manual* clause H1001C (2008-05-12) Multiply Payment

6.6.3 Electronic Payment of Invoices – Contract

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

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

6.7 Invoicing Instructions

6.7.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices should have the bill of lading number noted on them or be accompanied by a copy of the packing slip(s). Invoices cannot be submitted until all work identified in the invoice is completed.

6.7.2 Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the following email addresses for certification and payment.

TPSGC.PATransactionsCOVID-APCOVIDTransactions.PWGSC@tpsgc-pwgsc.gc.ca

- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- (c) 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.

6.8 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 Canadian Content

1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause A3050T.
2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining beforehand the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) 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, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

This procurement is limited to Canadian goods.

The Bidder certifies, by placing a mark between the parentheses, that:

() the good(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T.

"A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the North American Free Trade Agreement (NAFTA) Rules of Origin. For the purposes of this determination, the reference in the NAFTA Rules of Origin to "territory" is to be replaced with "Canada".

6.8.3 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.

6.9 Applicable Laws

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

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) General Conditions - Goods (Medium Complexity);
- c) Annex A, Requirement;
- d) Annex B, Basis of Payment and;
- e) the Contractor's bid dated _____.

6.11 SACC Manual Clauses

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

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

SACC Manual clause B7500C (2006-06-16) Excess Goods

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

6.12 Subcontractor(s)

All subcontractors must be located within Canada, including all manufacturing facilities/sites. Subcontractors not listed below, may not be utilized without the written permission from Canada.

The following subcontractor(s) will be utilized in the performance of the contract.

Name of Company: _____

Location: _____

Value of subcontract: \$ _____

Nature of subcontracting work performed: _____

6.13 Shipping Instructions**6.13.1 Shipping Instructions - Delivery at Destination**

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

Delivered Duty Paid (DDP) Mississauga, Ontario Incoterms® 2010 for shipments from a commercial contractor.

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.

6.13.2 Packaging

Packaging for the Work must clearly indicate on packing slips and on the outside of outer packages and cartons, as applicable, the following:

- (a) On each package and carton:
 - (i) Contractor's Name;
 - (ii) Manufacturer's Brand Name;
 - (iii) Lot number;
 - (iv) Expiry date and/or shelf life.

(b) On each package, carton, vial, ampoule, bottle, and pre-filled syringe (if applicable) the following:

- (i) Drug Identification Number (DIN) and NATO Stock Number (NSN) (if applicable);
- (ii) Global Trade Identification Number (GTIN) (if applicable);
- (iii) Lot Number; and
- (iv) Expiry Date and/or shelf life.

(c) Identify the carton(s) which contain the packing slip.

(d) The Contractor must identify partly packed carton(s) and box (es).

(e) Packaging is to be in accordance with good commercial standards to ensure safe arrival at destination. In addition to the Contract Requirement, the Contractor must ensure that all goods are properly labeled and packaged in compliance with the Biologics and Genetic Therapies Directorate (BGTD) Regulations.

(f) Over the period of the Contract, the Contractor may offer other packaging options consistent with emerging technology. Canada retains the right to refuse such offerings.

6.14 Workplace Hazardous Material Information System (WHMIS)

The Contractor must label and ship goods falling within the [Hazardous Products Act](#), R.S.C. 1985, c. H-3 and regulation(s) in accordance with the said Act and regulation(s).

The Contractor must label the product or container and must provide a material data safety sheet (MSDS) to the Technical Authority.

The label must clearly identify the contents of the hazardous material and the material safety data sheet must explain what those hazards are.

Any accompanying MSDS must not be older than three years old from date of delivery.

6.15 Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance

1. The Contractor must ensure proper labelling and packaging in the supply and shipping of dangerous goods/hazardous products to the Government of Canada.
2. The Contractor will be held liable for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
3. The Contractor must clearly mark all merchandise labels with the percentage of volume that is a hazardous item. Failure to do so will result in the Contractor being held responsible for damages caused in the movement of goods/products by government vehicles or government personnel.
4. The Contractor must adhere to all applicable laws regarding dangerous goods/hazardous products.

6.16 Shelf Life

The Contractor must ensure that all items supplied must have a shelf life of one (1) year from date after delivery.

6.17 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 - REQUIREMENT

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

Order must not interfere with current allocation to Frontline Health Care facilities.

The requirement includes all of the following items:

Hard-Surface Disinfectant Wipes, Solution and Spray

All disinfectant wipes, solution and spray must contain one of these active medicinal ingredients or other ingredients effective against SARS-CoV-2.

The disinfectant wipes must have a minimum of 150-160 wipes per canister. The canister must have a seal closure to protect the integrity and efficacy of the wipes. The wipes must be of woven fabric.

The disinfectant solution must have a trigger and a bottle format.

The disinfectant spray must be aerosol format with a dispensing system.

All disinfectant wipes, solution and spray must be unscented non-allergen products.

The quantity of the disinfect solution and spray does not have an effect on the effectiveness of the active ingredient. However, it is recommended to procure disinfectant solution and spray ranging from 500mL to 1L per bottle.

All disinfectant wipes, solution and spray must a shelf life of one (1) year from date after delivery.

Must provide a certification of a Drug Identification Number (DIN) number on disinfectant product label.

Table 1. Hard-surface disinfectant approved active ingredients

Common Name	Quantity	Product Form
Alcohol Anhydrous	1 – 5%	Wipe/Solution/Spray
Ethanol	60 - 80%	Wipe/Solution/Spray
Hydrogen Peroxide	0.5 – 1.5%	Wipe/Solution/Spray
Isopropyl Alcohol	10 – 30%	Wipe/Solution/Spray
Sodium Hypochlorite	0.5 – 3%	Wipe/Solution/Spray

Works Cited

Canada, H. (2020, March 30). *List of hard-surface disinfectants for use against coronavirus (COVID-19)*. Retrieved from Government of Canada: <https://www.canada.ca/en/health-canada/services/drugs-health-products/disinfectants/covid-19/list.html>

ANNEX B – BASIS OF PAYMENT

The bidder must indicate which, if not all, items it can provide, the price of each item offered as well as a delivery schedule detailed in Table 2 below in accordance with section **6.6.1 Basis of Payment**.

All products offered by the bidder must comply with the specifications set out in Annex A.

Order must not interfere with current allocation to Frontline Health Care facilities.

A Bidder may only submit one bid. There may only be one proposed SKU per line item.

Article 1 :

Products	Estimated Quantity
Disinfectant Wipes	500,000 units
Disinfectant Solution	5,000 units
Disinfectant Spray	5,000 units

Table 1 : Bidder's proposal (to be completed):

ITEM NO.	Proposed Quantity (per unit) by Bidder	DESCRIPTION	UNIT OF MEASURE (For example, a package, a bottle, etc)	# OF UNITS (For example, how many units are in the proposed package, box, etc)	FIRM UNIT PRICE (CDN) (What is the proposed price for the proposed package, box, etc)	Extended Price (CDN) (Number of Qtys X Firm Unit Price)
1		Disinfectant Wipes			\$	\$
2		Disinfectant Solution			\$	\$
3		Disinfectant spray			\$	\$

** = Firm unit price in CAD, DDP Transportation costs included, Applicable taxes extra.*

PROPOSED DELIVERY SCHEDULE

(This table is only an example. Be sure to add the number of lines according to the number of weeks of delivery. For the delivery date, you must indicate a date or the week of (...)).

Please indicate your FIRM delivery schedule proposal for each item listed under Table 1.

Table 2: Quantities and delivery schedule

	Total Quantity	Delivery Timeline
Disinfectant Wipes	100,000 units	2 weeks after contract award
	400,000 units	Biweekly Schedule of 30,000 units after initial delivery until contract is completed.
Disinfectant Solution	1,000 units	2 weeks after contract award
	4,000 units	Monthly Schedule of 2,000 units after initial delivery until contract is completed.
Disinfectant Spray	1,000 units	2 weeks after contract award
	4,000 units	Monthly Schedule of 2,000 units after initial delivery until contract is completed.

Estimated Delivery timeframe and quantities for each item that will be addressed									
	Product/Description	Brand	Product No.	Week/Month	Quantities per Biweekly/Monthly	Total # of Cases	Cases/Pallet	Total # of Pallets	Origin Supply
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									

OPTIONAL QUANTITIES

The Contractor grants to Canada the irrevocable option to acquire the goods described under Table 1.1 under the same terms and conditions and at the prices stated in the Contract. The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

The Option can be exercised at Canada's sole discretion. Canada is not obliged to exercise any options to acquire the goods described under Table 1.1 and this Contract does not represent a commitment to purchase such goods from the Contractor.

Table 1.1: Optional Quantities

Item No.	Quantity	Description	Unit of measure (For example, a package, a bottle, etc)	Number of units (For example, how many units are in the proposed package, box, etc)	Firm unit price * (What is the proposed price for the proposed package, box, etc)
1	TBD	Disinfectant Wipes			_____ \$
2		Disinfectant Solution			_____ \$
3		Disinfectant Spray			_____ \$

N° de l'invitation – Solicitation
E60PV-20ESS4/A
N° de réf. du client – Client Ref.

No. Amd. N° de la modif. - No.
No. CCC No./N° CCC - FMS No./N° VME
Pv926.E60PV-20ESS4/A

Id de l'acheteur – Buyer ID
pv926

ANNEX C - LIST OF PRODUCTS

Product Name and Description	Model/Part Number	Name of Manufacture	Manufacture Location	Drug Identification Number (DIN)

ANNEX D - COMPLETE LIST OF DIRECTORS

(As per Standard Instructions, Clauses and Conditions Part 2)

Name	Position
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ATTACHMENT to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

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

- () Direct Deposit (Domestic and International);
- () Electronic Data Interchange (EDI);

ANNEX E - Evaluation Grid

Stage 1: Technical Evaluation — Bidder Mandatory Capabilities Criteria

Manadatory Criteria	Reference Page #	Met / Not Met	Comment
M1 - Mandatory Technical Criteria			
(a) List of Products: Bidders must include a complete product list identifying: the product name; a detailed description of the product, the part number, the name of manufacturer; the location of the manufacturer, etc. Bidders are requested to use the form provided in Annex C.			
(b) Supporting Technical documentation: Bidders must include Technical brochure or technical data to demonstrate compliancy to the requirement as described in Annex A - Requirement.			
(c) Delivery Schedule and Supply Capacity: Bidders must provide a detailed delivery timeframe for the quantity of items proposed. Bidders could also provide information on their supply capacity for additional quantities. Bidders are requested to use the form provided in Annex B – Table 2. The bidder must demonstrate how problems will be addressed if the delivery timeline is not met.			

ANNEX F – Environmental Consideration and Commitment Information

Environmental Consideration

General:

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire goods and services that have a lower impact on the environment than those traditionally acquired. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose.

Environmental considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. Assessing the environmental impact of a good or service involves considering the whole life cycle of the good or service, from the extraction of the raw material to its disposition at the end of its useful life.

In addition:

- Service providers are encouraged to offer or suggest green solutions whenever possible;
- Service providers should consider the complete life cycle of services provided to favour strategies, processes, and materials that assure sustainable development.

Packaging:

The Government of Canada strives to ensure that the goods and services it procures advance the protection of the environment by integrating sustainable packaging specifications, in accordance with the Policy on Green Procurement and the Government of Canada actions on plastic waste in federal operations.

All packaging material related to this procurement must be reusable, recyclable or compostable.” to “All packaging material related to this procurement should be reusable, recyclable or compostable, where feasible.

ATTACHMENT to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)