



**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**

<b>Title - Sujet</b> Protection Barriers Barrières de protection	
<b>Solicitation No. - N° de l'invitation</b> 21C40-208139/A	<b>Date</b> 2020-11-09
<b>Client Reference No. - N° de référence du client</b> 3628139	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HS-648-79286	
<b>File No. - N° de dossier</b> hs648.21C40-208139	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Standard Time EST <b>on - le 2020-11-25</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Pieris, Sherline	<b>Buyer Id - Id de l'acheteur</b> hs648
<b>Telephone No. - N° de téléphone</b> (613) 296-9858 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Summary**

In response to the COVID-19 pandemic, The Correctional Service Canada (CORCAN) has a requirement to purchase 650 Polycarbonate or Polyethylene Terephthalate Glycol (PETG) sheets to fabricate personal protection barriers within work spaces and services environments in accordance with the Annex A – Statement of Requirement, Annex B – Pricing and Annex E – Mandatory Technical Evaluation Criteria.

An option is included to purchase up to 150 Polycarbonate or Polyethylene Terephthalate Glycol (PETG) sheets to be exercised within twelve (12) months from the effective date of the contract.

Bidders must submit a bid only for Polycarbonate or Polyethylene Terephthalate Glycol (PETG).

### **1.2 Security Requirements**

There are no security requirement associated with this requirement.

### **1.3 Debriefings**

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

### **1.4 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.

### **1.5 Canadian Content**

The requirement is subject to a preference for Canadian goods.

### **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 (PWGSC).

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the terms 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 05.4 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 on page 1 of 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](mailto: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 questions or may request that the Bidder do so, so that the proprietary nature of the questions 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 - Bid**

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 Bid (Two (2) hard copies)

Section II: Financial Bid (One (1) hard copy)

Section III: Certifications (One (1) 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 their bid:

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **3.1.1 Equivalent Products**

1. Products that are equivalent in form, fit, function, quality and performance to the item(s) specified in the bid solicitation will be considered where the Bidder:
  - (a) designates the brand name and model and/or part number and NSCM/CAGE of the substitute product;
2. Products offered as equivalent in form, fit, function, quality and performance will not be considered if:
  - (a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to provide technical information demonstrating the equivalency (e.g. Drawing, specifications, engineering reports and/or test reports), or to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within three (3) business days (or other delay specified herein) of the request. If the bidder fails to provide the requested information within the specified delay, Canada may declare the bid non-responsive.

#### **3.1.2 Samples**

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within fourteen (14) calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment specified in Part 6.

Prices should appear in the "Annex B – Pricing" only.

#### **3.1.3 Pricing**

Bidders must submit firm prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and Applicable Taxes must be shown separately.



### **3.1.4 Electronic Payment of Invoices – Bid**

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

If Annex D - 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.

### **3.1.5 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
C3011T	Exchange Rate Fluctuation	2013-11-06

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

### **Section IV: Additional Information**

Canada requests that bidders submit the following information:

#### **3.1.6 Best Delivery Date - Firm Quantity**

While delivery is requested within three (3) weeks of Contract award, the best delivery that could be offered is \_\_\_\_\_ **weeks/calendar days** from the effective date of the Contract Award.

##### **3.1.6.1 Delivery Date - Optional Quantity**

While delivery is requested within three (3) weeks of Contract Amendment, the best delivery that could be offered is \_\_\_\_\_ **weeks/calendar days**.

#### **3.1.7 Bidders Contacts**

Canada requests that Bidders 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 Evaluation Criteria**

- (a) Bidders must demonstrate their compliance with all technical requirements stated in Annex E – Mandatory technical Evaluation Criteria, 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.
- (b) Bidders proposing an Equivalent Product or a Substitute Product must indicate the brand name and model and/or Part Number and the NSCM/CAGE they are offering.
- (c) Bidders must complete Annex E-Mandatory Technical Evaluation Criteria for either Polycarbonate or Polyethylene Terephthalate Glycol (PETG).

##### **4.1.2 Financial Evaluation**

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

Bidders must only submit a quote for Polycarbonate or Polyethylene Terephthalate Glycol.

##### **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 Mandatory Financial Criteria for Optional Quantity**

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

The shipping cost will not be included in the financial evaluation.

#### **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 Aggregated Evaluated Price will be recommended for award of a contract.

Only one (1) contract will be awarded.

## **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. 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 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:

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

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Bidder's authorized representative signature

---

Date

#### **5.1.2 Integrity Provisions - Declaration of Convicted Offences**

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

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

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the *Ineligibility and Suspension Policy* (<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 website](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#s4>).

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

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 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

#### **5.2.3.2 Product Conformance**

The Bidder certifies that all goods proposed conform, and will continue to conform throughout the duration of the contract, to the technical specifications detailed under the Statement of Requirement.

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

\_\_\_\_\_  
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 Requirement – Contract**

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

The Contractor must provide the items detailed under Annex A- Statement of Requirement and Annex B-Pricing.

An option is included to purchase up to 150 Polycarbonate or Polyethylene Terephthalate Glycol (PETG) sheets to be exercised within twelve (12) months from the effective date of the contract.

#### **6.2.1 Technical Changes, Substitutes and Alternatives**

Any technical changes, substitutes and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. Any substitutes and alternatives must be equivalent in form, fit, function, quality and performance to what is being replaced and must be at no additional cost to Canada. Substitutes 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 substitute 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.

#### **6.2.2 Optional Goods and/or Services**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described herein under the same conditions and at the prices and or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The option may be exercised at the discretion of Canada in whole or in part or in more than one occasion, up to the maximum quantity identified herein.

The Contracting Authority may exercise the option within twelve (12) months after contract award by sending a written notice to the Contractor.

The Contractor must advise the Technical Authority and Contracting Authority of any design updates that could affect the procurement of additional items.

### 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>) 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

##### Firm Quantity

650 GP Polycarbonate **or** Polyethylene Terephthalate Glycol sheets must be delivered within **(to be inserted by PWGSC) weeks/calendar days** from the effective date of the contract

##### Optional Quantity

Up to 150 GP Polycarbonate **or** Polyethylene Terephthalate Glycol sheets must be delivered within **(to be inserted by PWGSC) weeks/calendar days** after an option is exercised.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Sherline Pieris  
Supply Specialist  
Public Services and Procurement Canada  
Acquisitions Branch  
Industrial Products and Vehicles Procurement Directorate (IPVPD)  
HS Division  
L'Esplanade Laurier (LEL) East Tower, 4th floor  
140, O'Connor Street, Ottawa (Ontario) K1A 0S5  
Telephone: 613 296-9858  
E-mail address: Sherline.pieris@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:

##### To be inserted by PWGSC

Name: \_\_\_\_\_



---

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 Contract 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:

To be inserted by PWGSC

Name: \_\_\_\_\_  
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**

#### **General enquiries**

Name: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### **Delivery follow-up**

Name: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## **6.6 Payment**

### **6.6.1 Basis of Payment**

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

#### **6.6.1.1 Basis of Payment Type 1-Firm**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties, Excise Taxes included where applicable and Applicable Taxes extra.

#### **6.6.1.2 Basis of Payment Type 2-Option**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in Canadian dollars, Delivered Duty Paid at destination (shipping cost extra in accordance with Basis of Payment Type 3), Incoterms 2000, Canadian Custom Duties, Excise Taxes included where applicable and Applicable Taxes extra.

#### **6.6.1.3 Basis of Payment Type 3**

The Contractor will be reimbursed the actual shipping cost from the Contractor's Canadian facility or the Contractor's Canadian distribution point to the final destination without any allowance for profit and/or administrative overhead, in Canadian dollars and Applicable Taxes extra.

#### **6.6.2 SACC Manual Clauses**

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

#### **6.6.3 Electronic Payment of Invoices**

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

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

#### **6.7 Invoicing**

##### **6.7.1 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified on the invoice is completed.
2. The contractor is requested to provide invoices in electronic format to the Contracting Authority and Procurement Authority unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.
3. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the consignee for acceptance and payment.
  - (b) One (1) copy must be forwarded or e-mail to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

(c) One (1) copy must be forwarded or e-mail to the Procurement Authority identified under the section entitled "Authorities" of the Contract.

## **6.8 Certifications**

### **6.8.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## **6.9 Applicable Laws - Contract**

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 2010A (2020-05-28) General Conditions - Medium Complexity - Goods;
- (c) Annex A - Statement of Requirement;
- (d) Annex B - Pricing;
- (e) The Contractor's bid dated **(to be inserted by PWGSC)** as amended **(to be inserted by PWGSC)**.

## **6.11 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
B7500C	Excess Goods	2006-06-16
D2025C	Wood Packaging Materials	2017-08-17
G1005C	Insurance	2016-01-28

## **6.12 Preparation for Delivery**

### **6.12.1 Packaging Requirement**

The Contractor should package all items in quantities of fifty (50) sheets per skid.

## **6.13 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 Requirement 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.

#### **6.14 Shipping Instructions - Delivery at Destination**

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (... named place of destination). Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. 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.
2. 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 – Delivery Location. The consignee may refuse shipments when prior arrangements have not been made.

#### **6.15 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 Public Works and Government Services Canada facility or via teleconference, at Canada's discretion at no additional cost to Canada, with representatives of the Contractor, the department of Public Works and Government Services Canada.

#### **6.16 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 Requirement**

### **1. Requirement**

The Correctional Service Canada (CORCAN) has a requirement to purchase 650 Polycarbonate or Polyethylene Terephthalate Glycol (PETG) sheets. These sheets will later be modified to personal protection barriers within work spaces and service environments to help reduce the spread of germs that may cause diseases.

#### **1.1 Scope of Work**

In response to the COVID -19 pandemic, Polycarbonate or PETG sheets are required to fabricate personal protection barriers in support of the safe re-opening of Employment and Social Development Canada's (ESDC), Service Canada Centres and Passport Offices across Canada. This requirement is essential for the continuity of Departmental Operations to support Canadians during this challenging time.

#### **1.2 Specifications**

The supplier must supply 650 new 4" X 8" (ft) sheets of either Polycarbonate or PETG.

#### **Polycarbonate**

##### **Description**

- Clear, transparent, flat, and smooth with straight cut edges.
- Thickness between a minimum of .220 inches (5.58 mm) and a maximum .236 inches (6mm).
- Product Flame Spread rating and Smoke Development rating must comply with the National Building Code of Canada (NBC) 2015 and National Fire Code of Canada (NFC) 2015.
- Flammability/Smoke Development Testing : Product must be/ has been tested by a Nationally Accredited Testing and Certification Laboratory for flame-spread rating and smoke developed classification in accordance with CAN/ULC-S102, "Test for Surface Burning Characteristics of Building Materials and Assemblies" or Can/ULC-S102.2, "Test for Surface Burning Characteristics of Floor, Floor Coverings, and Miscellaneous Materials and Assemblies"
- Supplier to submit manufacturer's cut sheets clearly indicating flame spread rating and smoke development rating of product to Canadian Standards.
- Flame spread ratings of not more than 150 and a Class B smoke development rating of not more than 300 is required where product is to be attached to a workstation and where used as a moveable partition or attached to a moveable partition.

#### **1. Minimum Physical Property required**

Density 1.15-1.2 g/cm3

#### **2. Minimum Optical Property required**

Transparency (Visible Light Transmission) 86-89%

### **3. Minimum Dimensional Property required**

Water absorption      0.1- 0.2 %

### **4. Minimum Mechanical properties required**

- |  |            |            |
|--|------------|------------|
| 1. Tensile strength at yield                     | 61- 69 Mpa |            |
| 2. Elongation break                              | 50-120 %   |            |
| 3. Toughness (charpy impact at room temperature) |            | 80-650 j/m |

### **5. Minimum Thermal properties required**

Heat deflection temperature      0.46 Mpa @ 140 C

### **6. Minimum Flammability property required**

Flame class UL 94      HB

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## **Polyethylene Terephthalate Glycol**

### **Description**

- Clear, transparent, flat, and smooth with straight cut edges.
- Thickness between a minimum of .220 inches (5.58 mm) and a maximum .236 inches (6mm).
- Product Flame Spread rating and Smoke Development rating must comply with the National Building Code of Canada (NBC) 2015 and National Fire Code of Canada (NFC) 2015.
- Flammability/Smoke Development Testing : Product must be/ has been tested by a Nationally Accredited Testing and Certification Laboratory for flame-spread rating and smoke developed classification in accordance with CAN/ULC-S102, "Test for Surface Burning Characteristics of Building Materials and Assemblies" or Can/ULC-S102.2, "Test for Surface Burning Characteristics of Floor, Floor Coverings, and Miscellaneous Materials and Assemblies
- Supplier to submit manufacturer's cut sheets clearly indicating flame spread rating and smoke development rating of product to Canadian Standards.
- Flame spread ratings of not more than 150 and a Class B smoke development rating of not more than 300 is required where product is to be attached to a workstation and where used as a moveable partition or attached to a moveable partition.

### **1. Minimum Physical characteristics required**

Density 1.3 - 1.4 g/cm<sup>3</sup>

### **2. Minimum Optical Property required**

Transparency (Visible Light Transmission) 70-90 %

### **3. Minimum Dimensional Property required**

Water absorption 0.1- 0.2 %

### **4. Minimum Mechanical properties required**

1. Tensile strength (at break) 45 - 70 MPa
2. Elongation at break 30-70%
3. Toughness (Impact strength notched at room temperature) 140 J/m

### **Minimum Thermal property required**

Heat deflection temperature 0.46MPa @ 70 C

### **Minimum Flammability property required**

Flame class UL 94 HB

## Annex B – Pricing

Polycarbonate ☐ OR Polyethylene Terephthalate Glycol ☐

The Contractor must supply and deliver the Firm quantity in accordance with Part 6, Basis of Payment Type 1.

Firm Quantity-Firm Total Price			
Location	Size	Quantity	Total Price for Firm Quantity (A)
Bath (Ontario)	4 (ft) X 8 (ft)	650	\$ _____

The Contractor must supply and deliver the Firm quantity in accordance with Part 6, Basis of Payment Type 2 and Type 3.

Optional-Firm Unit Price				
Location	Size	Quantity	Unit of Issue	Unit Price
Bath (Ontario)	4 (ft) X 8 (ft)	150	Each	\$ _____
Total Price for Optional Quantity (B)				\$ _____

Total Price (A)	\$ _____
Total Price (B)	\$ _____
Aggregated Evaluated Price	\$ _____

**Note:** Please check only one Box.



**Annex C – Delivery Location**

Location	Address
Ontario	CORCAN, Bath Institution 5775, Highway 33 Bath, Ontario Canada K0H 1G0

Delivery Contact Person

Name: **(to be inserted by PWGSC)**

Telephone: **(to be inserted by PWGSC)**

### **Annex D – Electronic Payment Instruments**

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

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

### Annex E – Mandatory Technical Evaluation Criteria

The bidder must provide documentation and demonstration in the bid that they meet each and every criteria. Failure to provide documentation may result in the bid being deemed non-responsive.

**Note:** Fill in only one table.

Polycarbonate		
	Mandatory Criteria	Bidder Response
		Demonstrated and Identified supporting documents (Bidder to insert data and page number)
M1	Density 1.15-1.2 g/cm3	
M2	Light transmission clear 88-89 %	
M3	Water absorption 0.1- 0.2 %	
M4	Tensile strength (at break) 61- 69 MPa	
M5	Elongation at break 50-120 %	
M6	Toughness 80-650 j/m	
M7	Heat deflection temperature 0.46MPa @ 140 C	
M8	Flame class UL 94 HB	
M9	Thickness between a minimum of .220 inches (5.58 mm) and a maximum .236 inches (6mm)	

### Annex E – Mandatory Technical Evaluation Criteria

Polyethylene Terephthalate Glycol		
	Mandatory Criteria	Bidder Response
		Demonstrated and Identified supporting documents (Bidder to insert data and page number)
M1	Density 1.3 - 1.4 g/cm <sup>3</sup>	
M2	Light transmission clear 70-90 %	
M3	Water absorption 0.1- 0.2 %	
M4	Tensile strength (at break) 45 - 70 MPa	
M5	Elongation at break 30-70%	
M6	Impact strength notched 140 J/m	
M7	Heat deflection temperature 0.46MPa @ 70 C	
M8	Flame class UL 94 HB	
M9	Thickness between a minimum of .220 inches (5.58 mm) and a maximum .236 inches (6mm)	