



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

Gatineau

K1A 0S5

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

PPE Procurement Division/ Division Approvisionnement
EPI

Place Du Portage → Phase III

11 rue Laurier

Gatineau

Gatineau

K1A 0S5

| | |
|---|---|
| Title - Sujet Ultra-Low Temp Chest Freezer congélateurs coffre a ultra-basse température | |
| Solicitation No. - N° de l'invitation 6D024-204292/A | Date 2021-01-13 |
| Client Reference No. - N° de référence du client 6D024-204292 | |
| GETS Reference No. - N° de référence de SEAG PW-\$\$\$AA-003-79562 | |
| File No. - N° de dossier aa003.6D024-204292 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2021-01-18 Heure Normale du l'Est HNE | |
| 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(aadiv), Julie | Buyer Id - Id de l'acheteur aa003 |
| 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: Specified Herein Précisé dans les présentes | |

Instructions: See Herein

Instructions: Voir aux présentes

| | |
|---|--|
| Delivery Required - Livraison exigée See Herein – Voir ci-inclus | 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 | |

Solicitation No. - N° de l'invitation
6D024-203942/A
Client Ref. No. - N° de réf. du client
6D024-203942

Amd. No. - N° de la modif.
File No. - N° du dossier
AA003.6D024-203942

Buyer ID - Id de l'acheteur
AA003
CCC No./N° CCC - FMS No./N° VME

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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.**

1.1 Security Requirements

There is no security requirement applicable to the Contract.

1.2 Requirement

Public Health Agency of Canada (PHAC) – Emergency Services Depot has a requirement for supply and delivery of the items identified in Annex A, as 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 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
SACC Manual clause B3000T (2006-06-16) Equivalent Products

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 1: 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 (email address for epost Connect Service)

Note 2: 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 **Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 1 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 **Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

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 bids will not be accepted.

- 3.1** Canada requests that the Offeror submits its offer 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.

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.

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, software, peripherals, cabling and components required

to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

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.

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.

Section III: Certifications

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

3.1.3 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The mandatory technical evaluation criteria are:

TABLE 1: Bidder Mandatory Capabilities Criteria

| ITEM | CRITERIA | REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID. |
|------|---|---|
| M1 | 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. | |
| M2 | Supporting Technical documentation: Bidders must include a Technical brochures or a technical data sheet to demonstrate compliancy to the requirement as described in Annex A - Requirement. | |
| M3 | Delivery Schedule and Supply Capacity: Bidders must agree to deliver all twenty (20) units on or before January 29, 2021. Bidders could also provide information on their supply capacity for additional quantities. | |

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

- The Bidder must submit firm unit prices in Canadian dollars, applicable taxes are excluded, DDP (Ottawa, ON) Incoterms 2020, transportation costs included, all applicable Customs Duties and Excise taxes included.
- The Bidder must submit firm unit pricing for all items and all destinations 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:

- the bidder's product and capacity outlined in response to M1 and M2;
- the bidder's ability to deliver the mandatory delivery date or the shortest period;
- the bidder can provide the products identified in Annex A;
- the bidder's proposed price.

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.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 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 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 section 17 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. (complete **Attachment 2**)

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/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. (complete **Attachment 3**)

5.2.3 OEM Certification

(i) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware or equipment proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware or equipment, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware or equipment it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation at Attachment 4 to Part 5 of the Bid Solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

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

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Requirement

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

6.2.1 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.

6.3.2 Supplemental General Conditions

| | |
|--------------------------|---|
| <u>4001</u> (2015-04-01) | Hardware Purchase, Lease and Maintenance; |
| <u>4003</u> (2010-08-16) | Licensed Software; and |
| <u>4004</u> (2013-04-25) | Maintenance and Support Services for Licensed Software; |

apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to December 31, 2021 inclusive.

6.4.2 Delivery Date

The initial deliverables must be received **on or before January 29, 2010.**

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point specified below:

Public Health Agency of Canada
c/o EY Centre
4899 Uplands Drive
Ottawa, ON, K1V 2N6

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Julie Buller
Public Services and Procurement Canada
Pandemic Response Sector
Government of Canada
140 O'Connor Street
Ottawa, ON, K1A 0R5

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 *(to be filled only at contract award)*

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

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

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

The Contact Information's of the person responsible for:

General enquiries

Name: _____

Tel. No. _____ ext: _____

Fax No. _____

E-mail address: _____

Delivery Follow-up

Name: _____

Tel. No. _____ ext: _____

Fax No. _____

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-eng.cfm?af=ZnVzZWJdGlVbj1yZWdpc3Rlci5pbmRybyZpZD00&lang=eng>

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in **Table 1, Annex B** – Basis of Payment for a cost of \$_____ *(to be filled in only at contract award)*. Freight charges and 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.

Optional Requirements

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 [C2000C](#) (2007-11-30) Taxes - Foreign-Based Contractor

SACC Manual clause [H1001C](#) (2008-05-12) Multiple Payments

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);
- c. Wire Transfer (International Only).

6.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:

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

Health Canada / Public Health Agency of Canada
Accounting Operations East, P2P Invoices
18th Floor, Room 1855C, 200 Eglantine Drive
Jeanne Mance Building, Tunney's Pasture
Ottawa, Ontario, K1A 0K9
Canada

- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- c. Invoices and order confirmations can be sent via e-mail to:
Hc.p2p.east.invoices-factures.est.sc@canada.ca
- d. To facilitate the payment process, it is important that the Contractor quote the contract number on all the invoices, shipping bills and packing slips. Failure to do so will delay payment and the date used for calculating interest on overdue accounts.

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

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

6.10 Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;

- (b) the supplemental general conditions:
4001 (2015-04-01) - Hardware Purchase, Lease and Maintenance;
4003 (2010-08-16) – Licensed Software; and
4004 (2013-04-25) – Maintenance and Support Services for Licensed Software
- (c) the general conditions 2010A (2020-05-28);
- (d) Annex A, Requirement;
- (e) Annex B, Basis of payment;
- (f) the Contractor's bid dated _____ (*insert date of bid, insert at the time of contract award*).

6.11 SACC Manual Clauses

SACC Manual clause G1005C (2016-01-28) Insurance – No Specific Requirement
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

6.13 Shipping Instructions

Shipping Instructions - Delivery at Destination

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

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

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

6.13 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

The Public Health Agency of Canada (PHAC) has a requirement to secure Pharmaceutical / Laboratory type Freezer equipment and supplies needed to assist with the distribution and storage of vaccines in Canada. Future COVID-19 vaccines in sufficient quantities to vaccinate all Canadians will require specialized refrigeration solutions. It is critical that these vaccines are distributed and stored within their indicated temperature requirements.

The requirement must meet the specification listed below as well as all of the Mandatory Technical Evaluation Criteria.

Table 1: Requirement

| Item | Description | Number of Units | Unit of Issue |
|------|--|-----------------|---------------|
| 1 | <ul style="list-style-type: none">-60 to -80°C Chest FreezerFreezer Capacity 3-4 cuftMust fit at least <u>10 vaccine trays (stacked)</u>:<ul style="list-style-type: none">229mm long x 229mm wide x 40mm highEither Length or Width must be less than 600mmPower must be NEMA 5-15OrEquivalent to PHCBI Panasonic MDF-C8V1-PA | 20 | Each |
| 2 | Bidder(s) must agree to deliver all twenty (20) units on or before January 29, 2021. | | |

ANNEX "B" BASIS OF PAYMENT

The Bidder must provide the pricing requested in the following Table in accordance with **Article 6.6 - Basis of Payment**.

The product 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.

Canada reserves the right to award one or multiple contracts for any responsive bid in order to fulfil its overall requirement.

Table 1: Initial Requirement: Bidder's Proposal (to be completed)

| Item | Product Number | Description | Number of Units | Unit of Issue | Firm Unit Price | Extended Price (Number of Units X Firm Unit Price) |
|-------|----------------|-------------------------------------|-----------------|---------------|-----------------|--|
| 1 | | Ultra-Low Temperature Chest Freezer | 20 | Each | \$ | \$ |
| Total | | | | | | \$ |

**= Firm Unit Price in CAD, DDP Transportation costs included, Applicable taxes extra.*

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 2: Optional Requirement:

| Item | Product Number | Description | Number of Units | Unit of Issue | Firm Unit Price |
|------|----------------|-------------------------------------|-----------------|---------------|-----------------|
| 1 | | Ultra-Low Temperature Chest Freezer | 20 | Each | \$ |

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ANNEX C – LIST OF PRODUCTS

The Bidder must provide a complete product list identifying: the product name; the name of manufacturer; the model and part number of each component which make up the system. Bidders must also state the point of manufacture and shipping of goods in the following Table in accordance with **Article 4.1.1 (a) – List of Products**.

Table 2: List of Products:

| Product Name and a detailed description | Model/Part Number | Name of Manufacturer | Location (Origin) of Manufacture | Shipping Point |
|---|-------------------|----------------------|----------------------------------|----------------|
| | | | | |
| | | | | |

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Attachment 1 – ELECTRONIC PAYMENT INSTRUMENTS

(As per PART 3, article 3.3.1 and PART 6, article 6.6.3)

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

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

Attachment 2 – COMPLETE LIST OF DIRECTORS

(As per PART 5, article 5.2.1)

| Name | Position |
|-------|----------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**ATTACHMENT 3 – FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY –
CERTIFICATION**

(As per PART 5, article 5.2.2)

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)

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ATTACHMENT "4" to PART 5 OF THE BID SOLICITATION

OEM Certification

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