



**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
Fuel & Construction Products Division
L'Esplanade Laurier,
140 O'Connor Street,
East Tower, 4th floor,
Ottawa
Ontario
K1A 0S5

Title - Sujet Desktop Air Purifier	
Solicitation No. - N° de l'invitation 08283-200551/B	Date 2021-07-02
Client Reference No. - N° de référence du client 20200551	
GETS Reference No. - N° de référence de SEAG PW-\$\$HL-671-80168	
File No. - N° de dossier hl671.08283-200551	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-07-20 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Hiltz, Jackson	Buyer Id - Id de l'acheteur hl671
Telephone No. - N° de téléphone (613) 296-6611 ()	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	



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	Global Affairs Canada Lester B. Pearson Building Procurement, Contracting and Logistics (SPP) 125 Sussex Drive, Ottawa, Ontario, K1A 0G2	I - 1	Global Affairs Canada Lester B. Pearson Building Procurement, Contracting and Logistics (SPP) 125 Sussex Drive, Ottawa, Ontario, K1A 0G2



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM		Delivery Req. Livraison Req.	Del. Offered Liv. offerte
						Destination	Plant/Usine		
5	Large Model Air Purifier In accordance with the requirement at Annex "A"	D - 1	I - 1	10	Each	\$	XXXXXXXXXXXX	See Herein – Voir ci-inclus	
6	Optional Quantities - LARGE UNITS In accordance with the requirement at Annex "A" and in accordance with article 6.2.1.	D - 1	I - 1	6	Each	\$	XXXXXXXXXXXX	See Herein – Voir ci-inclus	
7	Small Unit Air Purifier In accordance with the requirement at Annex "A"	D - 1	I - 1	125	Each	\$	XXXXXXXXXXXX	See Herein – Voir ci-inclus	
8	Optional Quantities - SMALL UNITS In accordance with the requirement at Annex "A" and in accordance with article 6.2.1.	D - 1	I - 1	70	Each	\$	XXXXXXXXXXXX	See Herein – Voir ci-inclus	

This bid solicitation cancels and supersedes previous bid solicitation number 08283-200551/A dated March 12, 2021 with a closing of March 29, 2021 at 2:00 PM EST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Requirement

The requirement is detailed under the "Line Item Details".

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 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Epost Connect

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.

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 90 days

2.1.1 SACC Manual Clauses

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
B1000T	Condition of Material - Bid	2014-06-26

2.1.2 Subject To Prior Sale

Submission of firm delivery is mandatory, therefore if a proposal is marked "Subject to Prior Sale" or if the bid does not conform to the bid validity period expressed herein, the bid will be considered non responsive.

2.1.3 Units of Issue

Suppliers are to pay particular attention to the units of issue specified. If quoting other than specified, please indicate the unit of issue you are quoting on.

2.2 Submission of Bids

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

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

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 Best Delivery Date – Bid

While delivery is requested by August 1st, 2021, the best delivery that could be offered is:

2.6 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

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 (1 hard copy)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (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.

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.

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

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

Section I: Technical Bid

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

Section II: Financial Bid

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

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex “C” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 SACC Manual Clauses

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
C3011T	Exchange Rate Fluctuation	2013-11-06

3.1.3 Progress Payments

Progress payments will not be considered unless specifically offered by PWGSC in this document.

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

4.1.1.1 Mandatory Technical Criteria

The Mandatory Technical Criteria are indicated at Annex "B".

- a) The Bidder must provide documentation showing how they meet the technical requirements detailed in Annex "B" for each item for which they are submitting a bid.

Bids not meeting these mandatory technical criteria will be declared non-responsive.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

- (i) The Bidder must bid firm unit price(s) in Canadian funds, Applicable Taxes excluded, DDP Delivered Duty Paid to destination(s) Incoterms 2000, Customs Duties included for each item offered; and
- (ii) The Bidders' financial bid must be in accordance with the Basis of Payment.

4.1.2.2 Evaluated Price – Group 1 Large Units

The evaluated price for the large units will be the sum of the multiplication the unit price for item 5 by the quantity of item 5 and the multiplication the unit price for item 6 by the quantity of item 6.

4.1.2.3 Evaluated Price – Group 2 Small Units

The evaluated price for the small units will be the sum of the multiplication the unit price for item 7 by the quantity of item 7 and the multiplication the unit price for item 8 by the quantity of item 8.

4.2 Basis of Selection - Multiple Items

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on a group basis will be recommended for award of a contract.

- 4.2.1 More than one Contract may be awarded in response to this solicitation. Each group will be awarded to one supplier only.

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 Rate or Price Certification

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
C0001T	Price Certification - Foreign Suppliers	2007-05-25
C0002T	Price Certification - Canadian-based Suppliers (other than agency and resale outlets)	2010-01-11
C0004T	Price Certification - Canadian Agency and Resale Outlets	2007-05-25
C0008T	Price Support - Non-competitive Bid	2007-05-25

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.2.3 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.

Bidders' 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.	

Solicitation No. - N° de l'invitation
08283-200551/B
Client Ref. No. - N° de réf. du client
08283-200551

Amd. No. - N° de la modif.
File No. - N° du dossier
HL671.08283-200551

Buyer ID - Id de l'acheteur
HL671
CCC No./N° CCC - FMS No./N° VME

Bidders' 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 Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

The Contractor must provide the items detailed under the "Line Item Detail".

6.2.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at item 6 and item 8 of the Line Item Details of the Contract 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 Contracting Authority may exercise the option in whole or in part on one or more occasions within 12 months after contract award 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 Delivery Date

All the deliverables must be received on or before _____.

6.4.2 Adherence to Delivery Schedule

The contractor will promptly give notice to the Contracting Authority of its inability to meet the contract delivery schedule and will request therein an extension of time stating its proposed revised delivery schedule and offering consideration for such revisions. Until such notice is received and the revised delivery schedule agreed to, the Minister may, pursuant to the General Conditions, on the business day following the due date of delivery of any outstanding materials, terminate the whole or part of the contract for default.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jackson Hiltz

Public Works and Government Services Canada
Acquisitions Branch, Commercial & Alternative Acquisitions Management Sector
Industrial Products and Vehicles Procurement Directorate
Fuel & Construction Products Division (HL)
140 O'Connor Street, 4th Floor, L'Esplanade Laurier, East Tower
Ottawa, ON K1A 0S5
Telephone: 613-296-6611
E-mail address: Jackson.Hiltz@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 Project Authority

The Project Authority for the Contract is:

(inserted at contract award)

The Project 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 Project Authority, however the Project 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

	General Enquiries	Delivery/Follow-up
Name:	_____	_____
Title:	_____	_____
Organization:	_____	_____
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 a firm unit price(s), DDP to destination, as specified in the contract for a cost of \$ _____ CAD *(insert the amount at contract award)*. 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 Terms of Payment

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

6.6.3 SACC Manual Clauses

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
C0100C	Discretionary Audit - Commercial Goods and/or Services	2010-01-11

6.6.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using 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);

6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with Section 10 of 2010A, General Conditions - Goods (Medium Complexity). One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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 _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

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.

- the Articles of Agreement;
- the General Conditions 2010A (2020-05-28) Goods (Medium Complexity);
- Annex A, Statement of Requirement;

- (d) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award*: “, as clarified on _____” **or** “, as amended on _____” *and insert date(s) of clarification(s) or amendment(s)*)

6.11 SACC Manual Clauses

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
B7500C	Excess Goods	2006-06-16
D2025C	Wood Packaging Materials	2017-08-17
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance – No Specific Requirement	2016-01-28

6.12 Shipping Instructions

6.12.1 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered DDP Delivered Duty Paid destination, as shown at Line Item Details, Incoterms 2000 for shipments from commercial contractor.
2. The Contractor is responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and applicable 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 STATEMENT OF REQUIREMENT

GENERAL REQUIREMENT

Global Affairs Canada (GAC) has a requirement for large and small air purifiers to remove impurities in common work areas in accordance with the technical specifications outlined below. Product must be able to destroy/neutralize nanoparticles / pathogens, including viruses (COVID-19).

The Contractor must provide the supply, delivery and unloading of _____ ("large" or "small" or "large and small" to be inserted by PSPC at contract award) -air purifying units. Ozone generators will not be considered.

TECHNICAL SPECIFICATIONS

Items 5 and 6: LARGE UNIT AIR PURIFIER

Mandatory Criteria	Requirement
Particle Size Arrestance	0.15 microns or smaller
Removes Volatile Organic Compounds (VOCs)	Product must have VOC removal capability
Destroy / Neutralizes Viruses / Pathogens	Product must be capable of permanently destroying or neutralizing pathogens/microbes/viruses at 99.9% effectiveness (or more)
Destroy / Neutralizes Mould Spores	Product must have capability to neutralize/destroy mould spores
Coverage Area	75M ² minimum
Power Consumption	200W maximum
Sound Level	60 dBA maximum, at a 1 meter distance
Electrical Standard	Product must conform with applicable Canadian safety standards
Fan / Blower	Fan-/blower must be integrated into the unit. External fan/blower will not be accepted.
Voltage	Units must be 110V or 220V compatible
Portability	Units must be portable (not ceiling mounted etc.)
Instructions (User Guide)	An English and French user guide must be supplied with each unit
Cleaning Instructions	English and French cleaning instructions must be supplied with each unit

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Items 7 and 8: SMALL UNIT AIR PURIFIER

Mandatory Criteria	Requirement
Particle Size Arrestance	0.15 microns or smaller
Removes Volatile Organic Compounds (VOCs)	Product must have VOC removal capability
Destroy / Neutralizes Viruses / Pathogens	Product must be capable of permanently destroying or neutralizing pathogens/microbes at 99.9% effectiveness (or more)
Destroy / Neutralizes Mould Spores	Product must have capability to neutralize/destroy mould spores
Coverage Area	25M ² minimum
Weight	10kg maximum
Power Consumption	60W maximum
Sound Level	52 dBA maximum, at a 1 meter distance
Electrical Standard	Product must conform with applicable Canadian safety standards
Fan / Blower	Fan/blower must be integrated into the unit. External fan/blower will not be accepted.
Voltage	Units must be 110V or 220V compatible
Portability	Units must be portable (not ceiling mounted etc.)
Instructions (User Guide)	An English and French user guide must be supplied with each unit
Cleaning Instructions	English and French cleaning instructions must be supplied with each unit

ANNEX B EVALUATION CRITERIA

Part 1 – Mandatory Technical Criteria; Items 5 and 6- LARGE UNITS

The bid must meet the mandatory technical requirements specified below. The Bidder must provide the necessary documentation to support compliance with these requirements. Complete the mandatory criteria table to cross reference the mandatory technical criteria in a concise format by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation.

Ozone generators will not be considered.

Mandatory Criteria	Requirement	Compliant (Yes/No)	Bid Reference Page
Particle Size Arrestance	0.15 microns or smaller		
Removes Volatile Organic Compounds (VOCs)	Product must have VOC removal capability		
Destroy / Neutralizes Viruses / Pathogens	Product must be capable of permanently destroying or neutralizing pathogens/microbes/viruses at 99.9% effectiveness (or more)		
Destroy / Neutralizes Mould Spores	Product must have capability to neutralize/destroy mould spores		
Coverage Area	75M ² minimum		
Power Consumption	200W maximum		
Sound Level	60 dBA maximum, at a 1 meter distance		
Electrical Standard	Product must conform with applicable Canadian safety standards		
Fan / Blower	Fan/-blower must be integrated into the unit. External fan/blower will not be accepted.		
Voltage	Units must be 110V or 220V compatible		
Portability	Units must be portable (not ceiling mounted etc.)		
Additional documentation (All Products)			
Instructions (User Guide)	An English and French user guide must be supplied with each unit		
Cleaning Instructions	English and French cleaning instructions must be supplied with each unit		

Part 2 – Mandatory Technical Criteria; Items 7 and 8- SMALL UNITS

The bid must meet the mandatory technical requirements specified below. The Bidder must provide the necessary documentation to support compliance with these requirements. Complete the mandatory criteria table to cross reference the mandatory technical criteria in a concise format by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation.

Ozone generators will not be considered.

Mandatory Criteria	Requirement	Compliant (Yes/No)	Bid Reference Page
Particle Size Arrestance	0.15 microns or smaller		
Removes Volatile Organic Compounds (VOCs)	Product must have VOC removal capability		
Destroy / Neutralizes Viruses / Pathogens	Product must be capable of permanently destroying or neutralizing pathogens/microbes at 99.9% effectiveness (or more)		
Destroy / Neutralizes Mould Spores	Product must have capability to neutralize/destroy mould spores		
Coverage Area	25M ² minimum		
Weight	10kg maximum		
Power Consumption	60W maximum		
Sound Level	52 dBA maximum, at a 1 meter distance		
Electrical Standard	Product must conform with applicable Canadian safety standards		
Fan / Blower	Fan/blower must be integrated into the unit. External fan/blower will not be accepted.		
Voltage	Units must be 110V or 220V compatible		
Portability	Units must be portable (not ceiling mounted etc.)		
Additional documentation (All Products)			
Instructions (User Guide)	An English and French user guide must be supplied with each unit		
Cleaning Instructions	English and French cleaning instructions must be supplied with each unit		

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ANNEX "C" 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):

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