



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
11 Laurier St./ 11 rue, Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

We hereby offer to sell to Her Majesty the Queen in right
of Canada, in accordance with the terms and conditions
set out herein, referred to herein or attached hereto, the
goods, services, and construction listed herein and on any
attached sheets at the price(s) set out therefor.

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

Nous offrons par la présente de vendre à Sa Majesté la
Reine du chef du Canada, aux conditions énoncées ou
incluses par référence dans la présente et aux annexes
ci-jointes, les biens, services et construction énumérés
ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Scientific, Medical and Photographic Division / Division de
l'équipement scientifique, des produits photographiques et
pharmaceutiques
L'Esplanade Laurier
140 O'Connor Street,
East Tower, 7th Floor
Ottawa
Ontario
K1A 0S5

Title - Sujet Dental Probes and Mirrors Dental Probes and Mirrors	
Solicitation No. - N° de l'invitation 45045-210097/A	Date 2022-03-30
Client Reference No. - N° de référence du client 000012884	
GETS Reference No. - N° de référence de SEAG PW-\$SPV-960-81111	
File No. - N° de dossier pv960.45045-210097	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 2022-04-19 Heure Avancée de l'Est HAE	
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: O'Gorman, Cindy	Buyer Id - Id de l'acheteur pv960
Telephone No. - N° de téléphone (819) 712-1748 ()	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

Dental Probes and Mirrors

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PART 1 - GENERAL INFORMATION

1.1 Requirement

The requirement is detailed under Annex A.

1.2 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.

1.3 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.

Section 21 of [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, is deleted and replaced with the following:

21 Code of Conduct for Procurement - bid

The [Code of Conduct for Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html) (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html>) provides that Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Bidder is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement* may render the bid non-responsive.

2.1.1 SACC Manual Clauses

SACC Manual clause [B1000T](#) (2014-06-26) Condition of Material

2.2 Submission of Bids

Bids must be submitted electronically either through epost connect or Facsimile to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit, as specified below, by the date, and time indicated on page 1 of the bid solicitation.

PWGSC Bid Receiving Unit

Facsimile number: (819) 997-9776

epost Connect: tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to the above 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.

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

Due to the nature of the bid solicitation, hard copy bids (paper or soft copies on media) submitted to PWGSC will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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

2.5 Bid Challenge and Recourse Mechanisms

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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 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.

Due to the nature of the bid solicitation, hard copy bids (paper or soft copies on media) will not be accepted.

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

Canada requests that Bidders use a numbering system that corresponds to the bid solicitation.

3.2 Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The technical bid consists of the following:

- (a) **Supporting Technical documentation:** Bidders must include technical brochures or technical data to demonstrate compliancy to the requirement as described in **Annex A**.
- (b) **List of Products:** Bidders must include a complete product list identifying: the product name; the name of manufacturer; the model or part number, the point of manufacture and shipping of goods. The bidder is requested to use the table provided in **Annex C**.
- (c) **Delivery Schedule:** Bidders must provide a detailed delivery timeframe for the quantity of items proposed. Bidders are requested to use the table(s) provided in **Annex D**.
The bidder should demonstrate how problems will be addressed if the delivery timeline is not met.

- (d) **Medical Devices Establishment License (MDEL)** – Bidders should provide a copy of their MDEL and evidence that application for review of their MDEL was submitted to Health Canada before bid closing date, if applicable.

3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment tables at **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 any option years. 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.
- (c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.3.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete **Attachment 1**, 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.

3.3.2 Exchange Rate Fluctuation

SACC Manual clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

3.4 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 and Dr. Sonica Singhal will evaluate the bids.

4.1.1 Samples

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

If samples are requested, the bidder will be contacted by the Contracting Authority along with further instructions.

4.1.2 Technical Evaluation

4.1.2.1 Mandatory Technical Evaluation Criteria

The mandatory technical evaluation criteria are detailed in **Annex A, Part 2**. The bidder may propose to provide goods in either Stream 1 (Dental Probes) at Mandatory Criteria **M1-M7** or Stream 2 (Dental Mirrors) at Mandatory Criteria **M8-M14**, or both Streams.

- A. Stream 1 – Dental Probes**
- B. Stream 2 – Dental Mirrors**

4.1.3 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Aggregated Bid Price per Stream in accordance with the pricing tables provided in **Annex B – Basis of Payment**.

Evaluation of Price - Bid

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP Ottawa, ON Canada Incoterms® 2010, Canadian customs duties and excise taxes included.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

4.2 Basis of Selection

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

Canada reserves the right to award one or two contracts for any responsive bid in order to fulfil its overall requirement. The responsive bid with the lowest evaluated price per Stream including transportation costs will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the 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. (**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.

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5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Product Conformance

The Bidder certifies that all goods proposed conform, and will continue to conform throughout the period of the contract, to the requirement detailed under **Annex A**.

Bidder's authorized representative signature

Date

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 "Requirement" at Annex A.

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 (2021-12-02), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Section 31 of 2010A (2021-12-02), General Conditions - Goods (Medium Complexity), is deleted and replaced with the following:

31 Code of Conduct for Procurement – contract

The Contractor agrees to comply with the [Code of Conduct for Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html) (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html>) and to be bound by its terms for the period of the Contract.

6.3.2 Supplemental General Conditions

4001 (2015-04-01) Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from ([date of Contract award](#)) for a period of one (1) year to ([end date of the period](#)), inclusively.

6.4.2 Delivery Date

All the deliverables must be received as per the delivery schedule specified in **Annex A** of the Contract.

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6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified in **Annex A** of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Cindy O'Gorman
Supply Specialist
Public Works and Government Services Canada
Pharmaceuticals Procurement Directorate
140 O'Connor Street, 7th floor
L'Esplanade Laurier (LEL), East Tower
Ottawa, Ontario, K1A 0R5

E-mail address: Cindy.O'Gorman@tpsgc-pwgsc.gc.ca
Telephone: (819) 712-1748

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 *(to be filled in only at contract award)*

The Project Authority for the Contract is:

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

Telephone: _____
E-mail address: _____

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 *(to be completed by the bidder)*

The telephone number (with extension if applicable) of the person responsible for:

General enquiries

Name: _____

Tel. No. _____ ext: _____

Delivery Follow-up

Name: _____

Tel. No. _____ ext: _____

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E-mail address: _____

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

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 Prepaid Transportation Costs

The Contractor must prepay transportation costs. Prepaid transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

6.6.3 Method of Payment – Multiple Payment

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.6.4 SACC Manual Clauses

SACC Manual clause C2000C (2007-11-30) Taxes - Foreign-Based Contractor

6.6.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):
(*to be updated at contract award based on Contractor's responses in Attachment 1*)

- 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 Instructions

6.7.1 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.

6.7.2 Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the following address for certification and payment. **(to be completed at contract award)**

- (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:

- (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 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 supplemental general conditions:
 - a. 4001 (2015-04-01) Hardware Purchase, Lease and Maintenance,
- (c) the general conditions 2010A General Conditions - Goods (Medium Complexity);
- (d) **Annex A**, Requirement;
- (e) **Annex C**, List of Products;

- (f) **Annex B**, Basis of Payments
- (g) **Annex D**, Delivery Schedule; and
- (h) the Contractor's bid dated _____ (*insert date of bid*).

6.11 SACC Manual Clauses

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 **G1005C** (2016-01-28) Insurance No Specific Requirement

6.12 Shipping Instructions

6.12.1 Shipping Instructions - Delivery at Destination

6.12.1.1 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.

6.12.1.2 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".

6.14 Anti-forced labour requirements

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the Customs Tariff Act and tariff item No. 9897.00.00 of the Customs Tariff – Schedule (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
2. If a tariff classification determination is made under the *Customs Act* that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2010A

23 - Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the Customs Tariff – Schedule as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.

3. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:
 - a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US Trade Facilitation and Trade Enforcement Act (TFTEA) of 2015; or
 - b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
4. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the Criminal Code or the Immigration and Refugee Protection Act:

Criminal Code

- i. section 279.01 (Trafficking in persons);
 - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
 - iii. subsection 279.02(1) (Material benefit - trafficking);
 - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
 - v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
 - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or *Immigration and Refugee Protection Act*
 - vii. section 118 (Trafficking in persons).
5. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).
 6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
 - i. in the case of a conviction, whether the court acted within its jurisdiction;
 - ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
 - iii. whether the court's decision was obtained by fraud; or
 - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
 7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice of concern unless Canada establishes a different deadline.

ANNEX A - REQUIREMENT

Objective

Statistics Canada's Canadian Health Measures Survey (CHMS) seeks to purchase 8360 single use sterile dental probes and mirrors. These products must meet the requirements outlined in this document.

Background

The CHMS, in partnership with Health Canada and the Public Health Agency of Canada, collects important health information through self-reported data and direct physical measures. The purpose of the CHMS is to provide more robust indicators and measures of health, obtain national estimates of indicators where data are lacking, and address priority health data gaps at the national level. Physical measures are used to examine indicators and risk factors related to various chronic and infectious diseases, as well as exposure to environmental chemicals. Direct measures of physical activity, fitness, and some household, neighbourhood, and/or community level variables are also collected through interviews at our two (2) mobile examination centres (MECs).

Statistics Canada and its federal partners plan to add oral health measures to supplement the current physical activity measures during the next research cycle (Cycle 7). Last time the oral health component was included in CHMS was in Cycle 1, which was conducted from 2007-09. In order to achieve this objective, Statistics Canada must procure disposable dental probes and mirrors for use during oral health data collection which mimic those used in Cycle 1. Alignment of instrument selection between Cycle 7 and Cycle 1 is crucial for historic comparisons.

Suppliers may submit a bid for either the dental probes (Stream 1) or the dental mirrors (Stream 2) or both. The winning supplier must be able to fulfill the entire requirement with the same product model for the duration of the contract.

Part 1 – PRODUCT REQUIREMENT

The requirement must work and operate at all times in accordance with the mandatory technical evaluation criteria as specified in Part 2 - Mandatory Technical Evaluation Criteria.

In addition, the dental probes and mirrors must abide by Health Canada Medical Device Regulations and Licensing requirements.

1. Delivery Schedule

All or part of the order may be shipped earlier than the dates outlined here, if preferred.

Delivery Date	Deliverables
July 1 st 2022	2090 Individual Probes 2090 Individual Mirrors
November 1 st 2022	2090 Individual Probes 2090 Individual Mirrors
March 1 st 2023	4180 Individual Probes 4180 Individual Mirrors

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45045-210097/A
Client Ref. No. - N° de réf. du client
J055953

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.45045-210097

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

2. Delivery Location:

Statistics Canada
170 Tunney's Pasture Driveway
Shipping & Receiving, Parkdale Avenue Loading Dock
Ottawa, Ontario, Canada K1A 0T6

Part 2 – MANDATORY TECHNICAL EVALUATION CRITERIA

The following requirements are the mandatory technical evaluation criteria which will be evaluated during the Bid Evaluation. In addition, the Contractor will be required to meet all of the mandatory technical requirements for the duration of the Contract.

Bidders are required to provide proof of product compliance with the listed criteria using supporting documentation included in the technical bid. These documents may be from various sources (i.e. Specification Sheets, Web-links, Manuals, Brochures, etc), but must clearly identify how the product meets the listed criteria. In instances where compliance from documentation is unavailable/not explicitly stated, then the bidder may provide an attestation from the manufacturer/supplier instead.

Bidders are requested 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.

Table 1: Mandatory Technical Evaluation Criteria – Stream 1 – Dental Probe

Item / Criterion	Mandatory Requirement	REFERENCE (E.G. Document Name, Page, and Paragraph number) TO SUBSTANTIATION IN THE TECHNICAL BID	Requirement Met?	
			YES	NO
STREAM 1 – Dental Probe				
M1	The dental probe must be single-use			
M2	The dental probe must be sterile and individually wrapped in sterile packaging			
M3	The dental probe must have a plastic handle			
M4	The dental probe must have a metal tip, sturdy enough to withstand 20 grams of pressure without distortion			
M5	The dental probe must have a rounded tip			
M6	The dental probe must have a grading in millimeters, acceptable grading could be metal markings or color-coded, which must identify 1, 2, 3, 5, 7, 8, 9. and 10 mm marks			

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M7	The dental probe must be either single or double ended. If double ended, the other end can have different probe markings or can be an explorer; though, explorer is not required.			
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Table 2: Mandatory Technical Evaluation Criteria – Stream 1 – Dental Mirror

Item / Criterion	Mandatory Requirement	REFERENCE (E.G. Document Name, Page, and Paragraph number) TO SUBSTANTIATION IN THE TECHNICAL BID	Requirement Met?	
			YES	NO
STREAM 2 – Dental Mirror				
M8	The dental mirror must be single-use			
M9	The dental mirror must be sterile and individually wrapped in sterile packaging			
M10	The dental mirror must have a flat mirror face (must not be concave or convex)			
M11	The dental mirror must be front facing			
M12	The dental mirror must be number 5, having a diameter of 15/16 inch (24mm)			
M13	The dental mirror must be anti-fog			
M14	The dental mirror must be one-piece (not comprising multiple unassembled parts)			

ANNEX B - BASIS OF PAYMENT

The Bidder must provide all of the pricing requested in the following Tables in accordance with **Article 6.6.1 - Basis of Payment.**

Table 3: Requirement: Stream 1 – Dental Probe

STREAM	Supplier Part#	Description	Number of Units	Unit of Measure	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
1		Dental probes as per the specifications in Annex A	8360	Each	\$	\$
1		Shipping Charge for entire quantity of Stream 2 (value not to exceed this amount)		Each	\$	\$
Total Evaluated Price						\$
identify currency						

Table 4: Requirement: Stream 2 – Dental Mirrors

STREAM	Supplier Part#	Description	Number of Units	Unit of Measure	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
2		Dental mirrors as per the specifications in Annex A	8360	Each	\$	\$
2		Shipping Charge for entire quantity of Stream 1 (value not to exceed this amount)		Each	\$	\$
Total Evaluated Price						\$
identify currency						

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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 3.2 (b) – List of Products**.

Table 5: List of Products

Product Name	Model/Part Number	Name of Manufacture	Point of Manufacture	Point of Shipping

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ANNEX D – DELIVERY SCHEDULE

Table 6: Delivery Schedule Stream 1 – Dental Probes:

STREAM	Supplier Part#	Firm Ship Date	Shipment Amount (each)	Estimated Delivery Date

Table 7: Delivery Schedule Stream 2 – Dental Mirrors:

STREAM	Supplier Part#	Firm Ship Date	Shipment Amount (each)	Estimated Delivery Date

ATTACHMENT 1 – ELECTRONIC PAYMENT INSTRUMENTS

(as per Part 3, Article 3.3.1 and Part 6, Article 6.6.5)

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

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

ATTACHMENT 2 – COMPLETE LIST OF DIRECTORS

(as per Part 5, Article 5.2.1)

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