

**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

Title - Sujet PRE-PRINTED LABELS	
Solicitation No. - N° de l'invitation 21120-166522/A	Date 2015-08-17
Client Reference No. - N° de référence du client 21120-16-2166522	
GETS Reference No. - N° de référence de SEAG PW-\$\$CW-035-67808	
File No. - N° de dossier cw035.21120-166522	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-09-03	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Connolly(CW Div.), Jeff	Buyer Id - Id de l'acheteur cw035
Telephone No. - N° de téléphone (613) 998-8588 ()	FAX No. - N° de FAX (613) 991-5870
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CORRECTIONAL SERVICE OF CANADA 340 LAURIER AVE W. OTTAWA Ontario K1A0P9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Communication Procurement Directorate/Direction de
l'approvisionnement en communication

360 Albert St./ 360, rue Albert

12th Floor / 12ième étage

Ottawa

Ontario

K1A 0S5

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into six parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided; and

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment and the Evaluation Grid.

1.2 Summary

Correctional Services Canada (CSC) requires the provision of printed labels to use in the Hazard Analysis and Critical Control Points (HACCP) and food traceability program. The required labels will be used in Cold/Wet and Ambient conditions. The label will be delivered to five (5) locations across Canada on an "if and when" required basis as specified in Annex "A" Statement of Work.

The Contract is in effect for a period from date of award to August 31, 2016, with the option to extend this period by two (2) additional one (1) year periods under the same terms and conditions.

It is anticipated that orders will be made on a quarterly basis.

As per the Integrity Provisions under section 01 of *Standard Instructions 2003*, bidders must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the *Supply Manual* for additional information on the Integrity Provisions.

For services requirements, Bidders must provide the required information as detailed in article 2.3 of Part 2 of *the bid solicitation*, in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

The requirement is limited to Canadian goods and/or services.

1.3 Debriefings

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

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>) 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** (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the

Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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.

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2.5 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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separate sections as follows:

Section I: Technical Bid (Mandatory requirements One (1) hard copy)

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

Section III: Certifications (One (1) hard copy)

Section IV: Additional information (One (1) hard 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 their bid:

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

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

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

Section I: Technical Bid

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

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

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Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

3.1.2 Bidder's Proposed Site(s)

3.1.2.1 The Bidder must provide the full address(es) of the Bidder's and proposed individual(s)' site(s) or premises for which required for Work Performance:

Address:
Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

What work will be performed in this location?

3.2 Integrity Provisions

As per the Integrity Provisions under section 01 of *Standard Instructions 2003*, bidders must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the *Supply Manual* for additional information on the Integrity Provisions.

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

To meet the requirement described herein, the experience of the Bidder must be work for which the Bidder was under contract to clients. In the case of a joint venture, the combined experience of the parties forming the joint venture will be considered in the evaluation of the experience of the Bidder. Listing experience without providing any supporting data to describe where and how such experience was obtained will result in the experience not being included for evaluation purposes.

Sub-Contractor's experience will not be considered to meet the mandatory criteria.

Definitions for the purposes of the Mandatory Evaluation Criteria:

Bidder: The person or entity (or, in case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

External client: Client exterior to the Bidder's own legal entity (or joint venture partnership) and excludes the parent, subsidiaries or other affiliates of the Bidder.

Internal client(s): Clients within the Bidder's own legal entity (or joint venture partnership) and includes the parent, subsidiaries and other affiliates of the Bidder.

Room Temperature: Between 15°C and 25°C (59°F and 77°F)

4.1.1.1 Mandatory Technical Criteria

M.1 Project Manager

The Bidder must identify the Project Manager who will be responsible for the co-ordination of all aspects of the work and will be the primary contact for the Project Authority

M.2 Experience of the Bidder

The Bidder must demonstrate that it has been contractually bound for two (2) contracts to an external client or to external clients (outside of the Bidder's own company) to provide printed labels on rolls and delivered to a specified destination address or addresses.

- At least one (1) of the two (2) contracts must have been for the printing and supply of a minimum quantity of 20 rolls with a minimum of 1,000 printed labels per roll.
- At least one (1) of the two (2) contracts must have included the printing of sequential barcodes on the labels.
- At least one (1) of the two (2) contracts must have been to provide labels fabricated with a permanent adhesive designed to service temperatures ranging from -54°C (-65°F) to 93°C (200°F)
- At least one (1) of the two (2) contracts must have been to provide labels that would be exposed to moisture;

- At least one (1) of the two (2) contracts must have been for the on-going supply of printed labels from the Bidder's warehouse or on an on-demand basis, requiring multiple shipments during the period of the contract.
- At least one (1) of the two (2) contracts must have been for labels requiring a shelf life of a minimum of one (1) year stored in indoor conditions at room temperature.
- Both contracts must have been completed or on-going since (on or after) June 1, 2009.

During the evaluation no corporate experience gained through internal clients will be accepted or reviewed.

The Bidder **must provide the following information for each contract:**

- 1) the quantity of labels provided by the Bidder;
- 2) a description of the **printed** labels provided by the Bidder. The description must include
 - a) the quantity of labels per roll;
 - b) the number of rolls provided under each contract;
 - c) the printing requirements (the printing of a sequential barcode and/or the image as appropriate to the contract)
 - d) the environmental conditions that the labels were/are exposed to;
 - e) the type of adhesive (permanent or other) and the temperature range that the adhesive was designed to service.
 - f) the shelf life of the labels stored at room temperature
- 3) the supply requirements (how many shipments made on this contract);
- 4) the completion/end date of the Contract;
- 5) the Client information for the Contract.

M.3 Label Specification

The Bidder must provide the specifications for the proposed labels. These specifications must describe the label face stock, the adhesive and the liner that will be used to fulfill this requirement.

These specifications must also provide details to demonstrate that the labels meet the following criteria:

- a) The labels must be able to continue to adhere to the application surface in wet or dry conditions,
- b) Adhesive Type: The adhesive must be a modified acrylic dispersion, all-temperature adhesive
- c) Adhesive Tack and Shear as follows:
 - i. Tack: 10 N FTM 9
 - ii. Shear: 3.0 h FTM 8
- d) The labels must be able to withstand temperature extremes of -54°C (-65°F) to 93°C (200°F) and continue to adhere to the application surface for a minimum of one (1) year.
- e) Labels must meet all Canadian standards for application on food commodity boxes, canned goods, and processed food storage bags.

Bidders MUST meet all the mandatory requirements of the RFP. Bids not meeting all the mandatory requirements will be given no further consideration.

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4.1.2 Financial Evaluation

To determine the total evaluated price, the prices submitted in the Annex B: Basis of Payment of this bid solicitation for the initial period and the extension periods will be calculated as specified in the Annex B Basis of Payment Excel spreadsheet being distributed through Government Electronic Tender Service.

4.1.2.1 Mandatory Financial Criteria

SACC *Manual* Clause [A0220T](#) (2014-06-26), Evaluation of Price

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. The responsive bid with the lowest evaluated price 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. 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 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html), to be given further consideration in the procurement process.
(<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>)

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 specified will render the bid non-responsive.

5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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 Canadian Content Certification

5.2.3.1.1 SACC Manual clause A3050T (2014-11-27), Canadian Content Definition.

This procurement is limited to Canadian services.

The Bidder certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

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 Statement of Requirement

The Contractor must perform the items in accordance with the "Requirement" at Annex "A".

6.2 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.

6.2.1 General Conditions

2030 (2015-07-03), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

6.3 Security Requirements

6.3.1 There is no security requirement applicable to this Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of award to August 31, 2016 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

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6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jeff Connolly

Public Works and Government Services Canada
Acquisitions Branch
Communication Procurement Directorate
Constitution Square, 12th Floor
360 Albert Street
Ottawa, Ontario K1A 0S5

Tel.: (613) 998-8582 Fax: (613) 991-5870
E-mail Address: jeff.connolly@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project/Technical Authority (information to be included at Contract Award)

The Project/Technical Authority for the Contract is:

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

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

In its absence, the Project/Technical Authority is:

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

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

The Project/Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project/Technical Authority; however, the Project/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.

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6.5.3 Invoicing Authority

The Invoicing Authority for the contract is: (information to be included at Contract Award)

6.5.4 Contractor's Representative (information to be included at Contract Award)

General Enquiries (Project Manager)

Name: _____

Telephone: _____ - _____ - _____

Fax: _____ - _____ - _____

E-mail _____

Replacement for Project Manager

Name: _____

Telephone: _____ - _____ - _____

Fax: _____ - _____ - _____

E-mail _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid in accordance with the attached Annex "B" for Work performed pursuant to the Contract.

6.7.2 Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$ _____ (insert the amount at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

6.7.3 Payment

SACC Manual clause H1001C (2008-05-12) Multiple Payments
SACC Manual clause A9117C (2007-11-30) T1204 – Direct Request by Customer Department

6.8 Invoicing Instructions

6.8.1 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.

6.8.2 Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.9.2 SACC Manual Clauses

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

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2030 (2015-07-03), General Conditions – Higher Complexity - Goods;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____.

6.12 Insurance Requirements

SACC Manual clause [G1005C](#) (2008-05-12) Insurance

6.13 SACC Manual Clauses

SAAC Manual clause D5328C (2014-06-26) Inspection and Acceptance
SAAC Manual clause P1005C (2010-01-11) Packaging and Packing of Printed Products
SAAC Manual clause P1010C (2010-01-11) Quality Levels for Printing
SAAC Manual clause P1015C (2010-01-11) Quality Levels for Labels

ANNEX "A"

STATEMENT OF WORK

A.1 Background

Correctional Services of Canada (CSC) is responsible for the provision of direction for the delivery of quality food services to the institutions of the Correctional Services of Canada and set guidelines for the contribution of Food Services to institutional programs and activities.

The Food Traceability Program is designed to follow products throughout the production life cycle. Each product is tagged with a label upon arrival and has a unique barcode and number to enable CSC to track the product and any food that is prepared with the product.

The Food Traceability Program will allow CSC to take action such as removing and/or destroying any product if there are any food recalls or issues with any particular product(s). CSC can then track anything that has been made with a recalled product and have it removed from any institution based on the unique barcode and number on the label.

A.2 Objective

CSC has a requirement for printed labels to use in its Hazard Analysis and Critical Control Points (HACCP) and food traceability program. The CSC label must be able to be used in two (2) different types of conditions under this program.

- 1- Cold/Wet conditions (Under cold/wet conditions, labels will be applied to items being stored in the fridge and freezer and will be exposed to cold temperatures and moisture.)
- 2- Ambient conditions (Under ambient conditions, labels will be used for dry storage products.)

A.3 Label Specifications

A.3.1 Dimensions and Quantity per roll:

Label size: Label dimension 3 in X 1 in
Label quantity: 5,000 labels per roll.
The roll core diameter must be 38 – 76mm or 1 ½ - 3 in

A.3.2 Facestock for the Cold/Wet and Ambient condition labels:

Facestock must meet the following specifications:

Ultra-smooth coated facestock for use in barcode printing.

Basis Weight: 44.0 lbs per ream ± 5%

Caliper: 2.65 mm (0.1043) inches ± 10%

Tensile: MD minimum of 25 lbs per inch width
CD minimum of 15 lbs per inch width

Tear: MD minimum of 46 grams
CD minimum of 50 grams

Stiffness: MD minimum of 82mg

CD minimum of 49mg

Opacity: minimum of 83%

Brightness: minimum of 91%

A.3.3 Adhesive for the labels:

RP48AT adhesive or equivalent permanent, all-temperature adhesive designed for adhesion to food commodity boxes, canned goods, and food bags.

These items will be stored in fridges and freezers.

Any proposed equivalent must meet the following specifications:

Type:	Modified acrylic dispersion, all-temperature adhesive
Tack:	10 N FTM 9
Shear:	3.0 h FTM 8

Minimum Application Temperature: -28°C (-20°F)

Service Temperature Range: -54°C - 93°C (-65° F to +200° F)

A.3.4 Liner:

Liner for labels must be a bleached, calendered kraft stock featuring high internal strength, toughness and tear resistance. Used primarily for roll-to-roll label applications.

Basis Weight: 40 lbs per ream \pm 10%

Caliper: 0.06274mm (0.00247 inches) \pm 10%

Tensile: MD - minimum of 36.6 lbs per inch width
CD - minimum of 14.3 lbs per inch width

Tear: MD - minimum of 40 lbf/in
CD - minimum of 58 gf

Opacity: minimum of 61%

A.3.5 Total Construction Caliper: 0.00627 inches \pm 10%

A.3.6 Shelf life:

One (1) year stored at 68°F at 50% Relative Humidity

A.3.7 Printed Barcode:

- Barcode dimension must be 2" X 0.69" Code 128
- Labels must have a barcode with sequential numbering system.
- Font on the labels must be 12 pt Arial Font.

A.4 Quality Levels and Printing method:

A.4.1 The print quality level is informational, in accordance with the Public Works and Government Services Canada (PWGSC) Publication entitled "Quality Levels for Printing" and/or "Quality Levels for Binding", latest issues.

A.4.2 Labels must be printed using thermal transfer printing with smudge resistant permanent printing.



A.4.3 The Contractor must create all required artwork for printing. CSC will provide the Contractor with the starting point for the sequential numbering.

A.5 Proofs

Proofs must be accounted for within the schedule. The Contractor must deliver the required proofs as specified in section A.5.2.1 Pre-production proof and Pre-production sample.

A.5.1 Proofs Approval:

All labels require approval from the Project Authority prior to being printed. This will be done at the proofing stage of the printing process.

A.5.2 Pre-Production Proof and Pre-production Sample

A.5.2.1 Pre-Production Proof

Within 10 calendar days after contract award the Contractor must provide the Project Authority with a PDF proof of the label to obtain approval for the design and positioning of the printed image. The PDF must include a sample barcode in position on the label. The PDF proof must also include crop marks to indicate the label area.

The Project Authority will provide approval or request corrections in writing within two (2) business days of receipt of the PDF proof.

If the pre-production proof is not approved, the Contractor must make the corrections and provide additional proofs at no additional cost, demonstrating that the requested corrections have been made.

A.5.2.2 Pre-Production Sample

Once approval has been obtained in writing from the Project Authority for the PDF pre-production proof , the Contractor must also provide one (1) pre-production sample roll of 25-50 printed labels to the Project Authority for approval.

The Project Authority will provide approval or request corrections in writing within five (5) business days of receipt of the pre-production sample.

The Pre-production sample must be delivered to the Project Authority (PA) for approval within thirty calendar days after contract award. If the pre-production sample is not approved, the Contractor must make the requested corrections and provide a new pre-production sample for approval at no additional cost, demonstrating that the requested corrections have been made.

Pre-production samples will be tested using the following methods:
The baseline testing would be as follows:

1. Dry area- label placed on can or box and left at room temperature for approx 1 week. Fridge-label placed on can/bottle or box and placed in a refrigerated environment for approx 1 week. Freezer: label placed on can/bottle or box and placed in a freezer environment for approx 1 week. The fridge and freezer used in the sample testing are equivalent to a residential fridge/freezer combo. The expectations are that for at least that 1 week period the label stays on exactly as it was applied. There will be frequent opportunity for rotation and movement so the time period of being in these elements should never exceed the 12 month adhesive durability time frame. The labels should be able to handle some condensation moisture that will be present when being moved from the freezer to the fridge or from the fridge to the prep room without reducing the integrity of the labels application and adhesiveness.

A.6 Quantities and Ordering Procedures

A.6.1 Final quantity

It is anticipated that CSC will order printed labels on a quarterly basis (four [4] orders per year), however CSC reserves the right to order printed labels at any time during the period of the Contract.

Each order will be for a minimum of four (4) rolls of 5,000 printed labels. A maximum of 9 rolls of 5,000 printed labels will be requested per order. All orders will be provided to the Contractor in writing (by e-mail) from the CSC National Headquarters (NHQ).

A.6.2 Ordering Procedures

1. CSC NHQ will submit an e-mail to the Contractor to identify the required quantity of rolls of printed labels and the delivery locations. The Contractor must acknowledge receipt of the e-mail order within two (2) business days of receiving an e-mail.
2. The Contractor must provide a breakdown of the cost for each order in accordance with the Annex B Basis of Payment, including the estimated shipping cost to the destination address (es).
3. CSC NHQ will authorize the Contractor to proceed with the order by e-mail. The Contractor must acknowledge receipt of the authorization within two (2) business days of receiving an e-mail. The acknowledgment must be completed via e-mail to the originator of the order.
4. The delivery deadline(s) specified in the order must be adhered to.

A.6.3 Communication

1. During the period of the Contract, the Contractor must identify a primary and a secondary point of contact/person for placing orders, inquires, follow-up, etc. The identified contact person or persons must be available for communication between 7:00 am and 9:00pm EST, Monday to Friday (excluding statutory holidays).
2. All calls, e-mails or inquiries from the Project Authority must be answered or returned within two (2) business days.

A.6.4 Delivery Locations & Packaging

Labels are to be delivered to the following five (5) production sites across the country as specified in each order.

1. Bath Institution (575 Bath Road, Bath, Ontario, K0H 1G0)
2. Matsqui Institution (33344 King Road, Abbotsford, British Columbia)
3. Westmorland Institution (4902 A Main Street, Dorchester, New Brunswick E4K 2Y9)
4. Saint-Anne-des-Plaines Institution (244 Montee Gagnon, Saint-Anne-des-Plaines, Quebec, J0N 1H0)
5. Bowden Institution (Highway #2, Innesfall, Alberta, T4G 1V1)

A.7 Packaging / Shipping / Labeling

The Contractor must package the item in quantities of

- Each box, carton, package shall be labelled showing in block letters at one end the quantity of contents, size, title, form number, purchase order number and serial number.
- For all shipment exceeding 0.566 m³ or 15.88 kg (20ft³ or 35 lbs), except for those shipped by courier, the following shall apply:
 - The Contractor shall strap, and if necessary wrap, shipments on standard 1.22 m x 1.02 m (48 in. X 40 in.) wood pallets. The four-way forklift entry pallet shall be supplied at no charge for CSC. Total height, including pallet shall not exceed 1.19 m (47 in). The pallet load shall not extend further than cm (1 in.) from any edge of the pallet.
 - Individual items exceeding 1.22 (48 in.) In length or 453.6 kg (1000 lbs.) shall be secured to larger pallets or shall have 10.16 cm x 10.16 cm (4 in. X 4 in.) Skids securely fastened to the bottom of the item. Skids shall be separated by a minimum of 71.12 cm (28 in.).
- Any exception requires the prior approval of the Contracting Authority.

A.8 Quality Assurance

Quality Assurance by Contractor: The Contractor must perform all necessary quality assurance procedures to ensure the product meets the specified quality levels and specifications of the Annex "A" Statement of Work.

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ANNEX "B"

BASIS OF PAYMENT

The Bidder must provide pricing in the format specified in Annex "B". Failure to provide prices in the format specified will render the proposal non-responsive.

If pricing is not provided for a component, a price of zero will be assigned for the component and the Bidder will be provided an opportunity to agree with the zero amount.

If the Bidder agrees then the Basis of Payment will be considered compliant. However if the Bidder disagrees then the bid will be found non-compliant and no further evaluation will be done.

The Bidder must submit firm, all-inclusive prices, FOB destination, GST/HST extra if applicable. Prices must include all materials and operations (set-up charges, provision of proofs, printing, fabrication to final format, etc.) to supply the final products as specified in the Annex A Statement of Work and ready the items for shipping .

Additional Shipping Costs over and above the five (5) different locations across the country:

Shipping costs incurred in the performance of the work, if requested by the Project Authority over and above the list included in this solicitation (five (5) different locations across the country) will be paid at cost with no allowance for profit or overhead. Transportation/shipping charges are to be prepaid by the Contractor and shown as a separate item on the invoice, supported by a copy of the prepaid transportation bill.

All payments are subject to government audit.

Quantities for evaluation shown in the Annex "B" pricing schedules are estimates for evaluation purposes only and are not a guarantee of an actual number of items to be produced, nor are they intended to reflect any expectations on behalf of the Government of Canada.

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B.1 - Initial Period - 2016					
Item	Description	Quantities for Evaluation	Unit of Issue	Price per roll (\$/roll)	Evaluated Price (Estimated Quantity X Price per roll)
1	Roll of 5,000 printed labels per roll	36	Roll		\$ -
Subtotal 1a Evaluated Price for B.1 - Initial Contract Period					\$ -
B.2 - First Option Period - 2017					
Item	Description	Quantities for Evaluation	Unit of Issue	Price per roll (\$/roll)	Evaluated Price (Estimated Quantity X Price per roll)
2	Roll of 5,000 printed labels per roll	36	Roll		\$ -
Subtotal 2a Evaluated Price for B.2 - First Option Period					\$ -
B.3 - Second Option Period - 2018					
Item	Description	Quantities for Evaluation	Unit of Issue	Price per roll (\$/roll)	Evaluated Price (Estimated Quantity X Price per roll)
2	Roll of 5,000 printed labels per roll	36	Roll		\$ -
Subtotal 3a Evaluated Price for B.3 - Second Option Period					\$ -
Total Evaluated Price					
Sub-total 1a + Sub-total 2a + Sub-total 3a				\$	-

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ANNEX "C" to PART 5 - BID SOLICITATION

A DECLARATION FORM IS ONLY REQUIRED WHEN A BIDDER OR ITS AFFILIATE IS UNABLE TO CERTIFY THAT THEY DO NOT HAVE A CONVICTION FOR LISTED OFFENCES.

Declaration of Convicted Offences

2003 Standard Instructions - Goods or Services - Competitive Requirements

For further information on the Standard Instructions - Goods or Services - Competitive Requirements visit the website:

[HTTPS://BUYANDELL.GC.CA/POLICY-AND-GUIDELINES/STANDARD-ACQUISITION-CLAUSES-AND-CONDITIONS-MANUAL/1/2003/20](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/20)

01 (2015-07-03) Integrity Provisions - Bid
10. Declaration of Convicted Offences

Where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Bidder must provide with its bid the completed [Declaration Form](#), to be given further consideration in the procurement process.

Refer to: 2003 Standard Instructions - Goods or Services - Competitive Requirements
01 (2015-07-03) Integrity Provisions - Bid

Subsections:

- 6. Canadian Offences Resulting in Legal Incapacity
- 7. Canadian Offences
- 8. Foreign Offences

if applicable:

- Please complete the declaration form and put in a **sealed envelope labeled Protected B** to the attention of Integrity, Departmental Oversight Branch, PWGSC, 11 Laurier Street, Place du Portage, Phase III, Tower A, 10A1 – room 108, Gatineau (Québec) Canada, K1A 0S5
- Include the sealed envelope with your bid submission.

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Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

Declaration Form

This declaration form must be submitted as part of the [bidding process](#).

- Please complete the declaration form and put in a **sealed envelope labelled protected** to the attention of Integrity, Departmental Oversight Branch, PWGSC.
- Include the sealed envelope with your bid submission.

Complete Legal Name of Company:	
Company's address:	
Company's PBN number:	
Bid number:	
Date of the bid: (YY-MM-DD)	

Have you ever, as the bidder, your affiliates or as one of your directors, been convicted or have pleaded guilty of an offence in Canada or similar offence elsewhere under any of the following provisions¹:

	Yes	No	Comments
Financial Administration Act 80(1) d): False entry, certificate or return 80(2): Fraud against Her Majesty 154.01: Fraud against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	
Criminal Code 121: Frauds on the government and contractor subscribing to election fund 124: Selling or Purchasing Office 380: Fraud - committed against Her Majesty 418: Selling defective stores to Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	
In the last 3 years, have you, as the bidder, your affiliates or one of your directors, been convicted or have pleaded guilty of an offence in Canada or elsewhere under any of the following provisions¹:			
	Yes	No	Comments
Criminal Code 119: Bribery of judicial officers,... 120: Bribery of officers 346: Extortion 366 to 368: Forgery and other offences resembling forgery 382: Fraudulent manipulation of stock exchange transactions 382.1: Prohibited insider trading 397: Falsification of books and documents 422: Criminal breach of Contract 426: Secret commissions 462.31: Laundering proceeds of crime 467.11 to 467.13: Participation in activities of criminal organization	<input type="checkbox"/>	<input type="checkbox"/>	
Competition Act 45: Conspiracies, agreements or arrangements between competitors 46: Foreign directives 47: Bid rigging 49: Agreements or arrangements of federal financial institutions	<input type="checkbox"/>	<input type="checkbox"/>	

¹ for which no pardon or equivalent has been received

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Government Services
Canada

Travaux publics et
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Canada

Declaration Form

52: False or misleading representation 53: Deceptive notice of winning a prize		
	Yes	No
Corruption of Foreign Public Officials Act 3: Bribing a foreign public official 4: Accounting 5: Offence committed outside Canada	<input type="checkbox"/>	<input type="checkbox"/>
Controlled Drugs and Substance Act 5: Trafficking in substance 6: Importing and exporting 7: Production of substance	<input type="checkbox"/>	<input type="checkbox"/>
Other Acts 239: False or deceptive statements of the Income Tax Act 327: False or deceptive statements of the Excise Tax Act	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comment

☐ I, (name) _____, (position) _____, of (company name - bidder) _____ authorise PWGSC to collect and use the information provided, in addition to any other information that may be required to make a determination of ineligibility and to publicly disseminate the results.

☐ I, (name) _____, (position) _____, of (company name - bidder) _____ certify that the information provided in this form is, to the best of my knowledge, true and complete. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

We appreciate your interest in doing business with the Government of Canada and your understanding on the additional steps that we need to take to protect the integrity of PWGSC's procurement process.