

**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**

<b>Title - Sujet</b> TYVEK CANADIAN FLAGS		
<b>Solicitation No. - N° de l'invitation</b> B8817-160153/B	<b>Date</b> 2015-09-22	
<b>Client Reference No. - N° de référence du client</b> B8817-160153		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$CW-020-68039		
<b>File No. - N° de dossier</b> cw020.B8817-160153	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-10-08</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Werk(cw), Janet		<b>Buyer Id - Id de l'acheteur</b> cw020
<b>Telephone No. - N° de téléphone</b> (613) 998-3968 ( )		<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF CITIZENSHIP AND IMMIGRATION ATT: SUZANNE ST-DENIS 365 LAURIER AVENUE WEST JETS-19TH FLOOR, D1995 OTTAWA Ontario K1A1L1 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

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

Solicitation No. - N° de l'invitation

**B8817-160153/B**

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

**cw020**

Client Ref. No. - N° de réf. du client

**B8817-160153**

File No. - N° du dossier

**cw020B8817-160153**

CCC No./N° CCC - FMS No/ N° VME

---

This page is left blank on purpose. See the following pages.

Solicitation No. - N° de l'invitation  
B8817-160153/B  
Client Ref. No. - N° de réf. du client  
B8817-160153

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cw035. B8817-160153

Buyer ID - Id de l'acheteur  
cw035  
CCC No./N° CCC - FMS No./N° VME

**This bid solicitation B8817-160153/B cancels and supersedes previous bid solicitation number B8817-160153/A dated August 31, 2015 with a closing of September 16, 2015 at 2:00 p.m. A debriefing or feedback session will be provided upon request to bidders who bid on the previous solicitation.**

## TABLE OF CONTENTS

**Title: Canadian Paper Flags**

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>2</b>
1.1 INTRODUCTION.....	2
1.2 SUMMARY .....	2
1.3 DEBRIEFINGS .....	2
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>3</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	3
2.2 SUBMISSION OF BIDS.....	3
2.3 FORMER PUBLIC SERVANT.....	3
2.4 ENQUIRIES - BID SOLICITATION .....	4
2.5 APPLICABLE LAWS .....	5
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>6</b>
3.1 BID PREPARATION INSTRUCTIONS .....	6
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>8</b>
4.1 EVALUATION PROCEDURES.....	8
4.2 BASIS OF SELECTION.....	9
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>10</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	10
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	10
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>12</b>
6.1 STATEMENT OF WORK.....	12
6.2 STANDARD CLAUSES AND CONDITIONS .....	12
6.3 SECURITY REQUIREMENTS.....	12
6.4 TERM OF CONTRACT .....	12
6.5 AUTHORITIES .....	12
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	13
6.7 PAYMENT .....	13
6.8 INVOICING INSTRUCTIONS .....	14
6.9 CERTIFICATIONS .....	14
6.10 APPLICABLE LAWS.....	14
6.11 PRIORITY OF DOCUMENTS .....	14
6.12 INSURANCE REQUIREMENTS .....	15
6.13 SACC MANUAL CLAUSES .....	15
<b>ANNEX "A" STATEMENT OF WORK.....</b>	<b>16</b>
<b>ANNEX "B" BASIS OF PAYMENT .....</b>	<b>20</b>
<b>ANNEX "C" EVALUATION GRID .....</b>	<b>22</b>
<b>ANNEX "D" TO PART 5 - BID SOLICITATION .....</b>	<b>23</b>
<b>ANNEX "E" VISUALS FOR REFERENCE PURPOSES ONLY.....</b>	<b>23</b>

## 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, the Evaluation Grid, declaration form and visuals for reference purposes.

### 1.2 Summary

Citizenship and Immigration Canada (CIC) requires the provision of Canada flags made of Tyvek (Synthetic) waterproof paper, 3" x 6". **The durable synthetic paper must be waterproof and tear and grease resistant.**

The flags must be delivered on a monthly basis as specified in Annex "A" Statement of Work.

The Contract is in effect for a period from date of award to Oct. 30, 2016, with the option to extend this period by two (2) additional one (1) year periods under the same terms and conditions.

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.

Comprehensive Land Claims Agreement(s) (CLCAs) are not applicable to this procurement.

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

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.

### 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 will 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 may be transmitted by facsimile to PWGSC Bid Receiving unit.

### 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.

Solicitation No. - N° de l'invitation  
B8817-160153/B  
Client Ref. No. - N° de réf. du client  
B8817-160153

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cw035. B8817-160153

Buyer ID - Id de l'acheteur  
cw035  
CCC No./N° CCC - FMS No./N° VME

---

## **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.

#### **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.



Solicitation No. - N° de l'invitation  
B8817-160153/B  
Client Ref. No. - N° de réf. du client  
B8817-160153

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cw035. B8817-160153

Buyer ID - Id de l'acheteur  
cw035  
CCC No./N° CCC - FMS No./N° VME

---

### Section III: Certifications

Bidders must submit the certifications required under Part 5.

### Section IV: Additional Information

#### 3.1.2 Bidder's Proposed Site(s)

Before issuance of a contract, The Bidder must provide the full address(es) of the Bidder's site(s) or premises which are required for Work Performance:

*Where (location details) will the printing of the flag be done?*

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory  
Postal Code

*Where (location details) will the assembly of the flag to be completed?*

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory  
Postal Code

#### 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

##### 4.1.1.1 Mandatory Technical Criteria

###### **Definitions for the purposes of the mandatory technical criteria.**

"External client(s)" means clients 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)" means clients within the Bidder's own legal entity (or joint venture partnership) and includes the parent, subsidiaries and other affiliates of the Bidder.

#### **M1. Bidder's previous experience**

The Bidder must demonstrate that it **has been contractually bound** to at least two (2) separate external clients (outside of the Bidder's own company) to provide printing and finishing to final format of synthetic paper flags on sticks.

At least one (1) of the two (2) contracts must have been for the provision of a quantity of 100,000 paper flags on sticks or more.

For each of the contracts, the paper flags must have been printed on a synthetic paper.

During the evaluation no corporate experience gained through internal clients (within the Bidder's own legal entity [or joint venture partnership] and includes the parent, subsidiaries and other affiliates of the Bidder) will be accepted or reviewed.

The Bidder must provide the following information for each contract:

- (a) a description of the synthetic paper flags on sticks provided by the Bidder;
- (b) a description of the printing requirements of the paper flags provided by the Bidder;
- (d) a description of the synthetic paper used for the flags provided by the Bidder;
- (c) a description of the assembly and finishing requirements of the paper flags provided by the Bidder;
- (e) the quantity of the paper flags provided by the Bidder under the contract;
- (f) the Client information for the Contract

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

#### 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.

Solicitation No. - N° de l'invitation  
B8817-160153/B  
Client Ref. No. - N° de réf. du client  
B8817-160153

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cw035. B8817-160153

Buyer ID - Id de l'acheteur  
cw035  
CCC No./N° CCC - FMS No./N° VME

---

#### **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.

### **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 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" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](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.

Solicitation No. - N° de l'invitation  
B8817-160153/B  
Client Ref. No. - N° de réf. du client  
B8817-160153

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cw035, B8817-160153

Buyer ID - Id de l'acheteur  
cw035  
CCC No./N° CCC - FMS No./N° VME

---

### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **5.2.3.1 Canadian Content Certification**

This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the service(s) offered are Canadian as defined in paragraph 2 of clause [A3050T](#).

**5.2.3.1.1** *SACC Manual* clause [A3050T](#) (2010-01-11) Canadian Content Definition.

## **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 Work**

The Contractor must perform the items in accordance with the "Statement of Work" 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 Oct. 30, 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 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.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

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

**Attn.: Janet Werk** Tel.: (613) 998-3968 E-mail Address: [janet.werk@pwgsc-tpsgc.gc.ca](mailto:janet.werk@pwgsc-tpsgc.gc.ca)

Solicitation No. - N° de l'invitation  
B8817-160153/B  
Client Ref. No. - N° de réf. du client  
B8817-160153

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cw035. B8817-160153

Buyer ID - Id de l'acheteur  
cw035  
CCC No./N° CCC - FMS No./N° VME

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 (information to be included at Contract Award)

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_ Facsimile: \_\_\_\_\_ E-mail address: \_\_\_\_\_

#### In its absence, the Project Authority is: (information to be included at Contract Award)

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

#### 6.5.3 Contractor's Representative

The Contractor's Representative for the Contract is: **(to be filled out)**

**Account/Project Manager** and **Back up to the Project Manager/delivery follow up**

Name: _____	_____
Title: _____	_____
Telephone no.: _____	_____
Facsimile no.: _____	_____
E-mail address: _____	_____

#### 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 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.

Solicitation No. - N° de l'invitation  
B8817-160153/B  
Client Ref. No. - N° de réf. du client  
B8817-160153

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cw035. B8817-160153

Buyer ID - Id de l'acheteur  
cw035  
CCC No./N° CCC - FMS No./N° VME

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

## **6.7.2 Payment**

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

## **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:

**6.8.2.1** The original must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract for certification and payment.

**6.8.2.1** One (1) copy must be forwarded by email to the Contracting Authority identified under the section entitled "Authorities" of the Contract. Attention: Janet.werk@pwgsc-tpsgc.gc.ca

## **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 additional 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 additional 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 \_\_\_\_\_.



Solicitation No. - N° de l'invitation  
B8817-160153/B  
Client Ref. No. - N° de réf. du client  
B8817-160153

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cw035, B8817-160153

Buyer ID - Id de l'acheteur  
cw035  
CCC No./N° CCC - FMS No./N° VME

---

## **6.12 Insurance Requirements**

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

## **6.13 SACC Manual Clauses**

SACC Manual clause B3000T (2006-06-16) Equivalent Products  
SACC Manual clause D5328C (2014-06-26) Inspection and Acceptance  
SACC Manual clause P1005C (2010-01-11) Packaging and Packing of Printed Products  
SACC Manual clause P1010C (2010-01-11) Quality Levels for Printing  
SACC Manual clause P1011C (2010-01-11) Quality Levels for Colour Reproduction  
SACC Manual clause B7500C (2006-06/16) Excess Goods

---

## ANNEX "A" STATEMENT OF WORK

### A.1. OVERVIEW

Citizenship and Immigration Canada (CIC) has a requirement to print Synthetic *waterproof* paper Canada flags stapled to a paper stick.

In providing this service the Contractor must, at a minimum:

- Provide the specified proofs for approval prior to production;
- Supply all materials;
- Print as per the final approved artwork and final approved proofs;
- Produce to final format as specified;
- Package and deliver finished synthetic paper flags on sticks as specified;
- Return all components and working materials to the CIC Project Authority.
- The quantity delivered must be at a minimum rate of 30,000 units monthly until completion of the contract quantity.

### A.2. BACKGROUND

Synthetic paper flags are handed out to each new Canadian Citizen at Citizenship Ceremonies across the country.

### A.3. REQUIREMENT

The Contractor must supply Citizenship & Immigration Canada with the flags in accordance with the following technical requirements:

#### A.3.1 PRODUCTION METHODS

The Contractor may use offset printing (either a direct to plate system or burn plates from negatives) printing methods to produce any of the work provided the criteria for the print quality level stated are met.

#### A.3.2 PRINTING QUALITY LEVELS

The print quality level is **Informational**, in accordance with the Public Works and Government Services Canada publication entitled "Quality Levels for Printing" and/or "Quality Levels for Colour Reproduction" latest issues.

#### A.3.3 SUPPLIED MATERIAL

A flag from a previous production will be provided. The Contractor must create the artwork to be used for this Contract.

#### A.3.4 QUANTITY

**A.3.4.1** The total quantity to be delivered annually is 360,000 must be delivered in multiple shipments of quantities as specified below:

- Initial delivery: 30,000 flags as specified in section A.3.8. *Delivery Schedule* of the Statement of Work
- Subsequent deliveries: a minimum 30,000 flags per shipment in accordance with section 3.8. *Delivery Schedule* of the Statement of Work

#### **A.3.4.2 OVERRUNS AND UNDERRUNS**

2% overruns will be accepted. No underruns will be accepted.

#### **A.3.5 SPECIFICATIONS:**

##### **A.3.5.1 Flag:**

Red and white Canada flag, with a stylized 11-point red leaf in its centre, on Type 10 tyvek paper or equivalent synthetic paper, stapled to paper stick. *The durable synthetic paper must be waterproof and tear and grease resistant.*

##### **A.3.5.2 Size:**

- Overall: Height 3" X Length 6-1/4"
- Flag: Height 3" X Length 6"
- Stapling margin: Height 3" X Length 1/4"

##### **A.3.5.3 Paper:**

- White Synthetic paper .075mm (+/- .005mm) thick

##### **A.3.5.4 Ink:**

- FIP red

##### **A.3.5.5 Paper stick:**

- White
- Length: 9"
- Diameter approximately 7/32" (+/- 1/32")
- The flag MUST be stapled to the paper stick

##### **A.3.5.6 Staples:**

- two (2) staples

##### **A.3.5.7 Construction:**

- Flags must be flush with the top of the stick with a clean straight edge trim. Staples must be inserted so that the flag is properly affixed to the stick with no sharp protruding ends. See Annex E, Visual for Construction Purposes Only

#### **A.3.6 PROOFS**

The Contractor must provide proofs to the Project Authority for approval prior to production at the address listed under the section entitled "Authorities" of the Contract.

The Contractor must provide two (2) sets of high resolution colour proofs for approval of the colour of the printing.

Two (2) sets of proofs (blueprints or digital proofs) is also required. Proofs must be backed-up and trimmed to size as specified.

Solicitation No. - N° de l'invitation  
B8817-160153/B  
Client Ref. No. - N° de réf. du client  
B8817-160153

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cw035. B8817-160153

Buyer ID - Id de l'acheteur  
cw035  
CCC No./N° CCC - FMS No./N° VME

One (1) set of each of the proofs will be retained by the Project Authority.

Proofs must only be provided once after contract award. Proofs must be accounted for within the schedule, and must be approved prior to production of the deliverables.

The Contractor must ensure that all subsequent flags produced are as originally approved by the Project Authority.

#### **A.3.6.1 PREPRODUCTION SAMPLES\***

Prior to production, the Contractor must provide and deliver three (3) pre-production samples for approval to the Project Authority at no additional cost to Canada prior to finishing (assembling the flag with the stick and applying the two [2] staples). The Project Authority will provide the approval in writing within three (3) business days.

\*The pre-production sample is required only once after Contract award. The Contractor must ensure that all subsequent flags are produced as originally approved by the Project Authority.

#### **A.3.7 PACKAGING**

The Contractor must polybag the hand flags in bundles of 25 flags and by 1,000 flags per box. Bundled flags must be packaged in boxes in such a way as to safeguard the flags from damages. Boxes must be sturdy and able to withstand shipping and handling.

- All material **MUST** be received boxed unless otherwise pre-arranged.
- Each product **MUST** be packaged individually. No multiple products per box.
- Cartons must be sized appropriately for the components that they will contain.
- All materials to be flat in cartons and packed tightly/solidly as to prevent shifting, curling and prevent damage of the components.

##### **A.3.7.1 Boxes / Cartons**

- The maximum weight of a loaded carton is not to exceed 60 pounds.
- All carton ends must be labeled with the following:
  - Name of the organization
  - Title, code and format of enclosed material
  - Quantity enclosed in carton (roll).
  - Sample of enclosure affixed to outside.
  - Box (roll) number of total number of boxes (rolls) in shipment.

Label Sample:

**Organization:** Citizenship and Immigration Canada  
**Title:** Canadian Flag (Tyvek)  
**Code:** CIT-031  
**Format:** Flag  
**Qty:** \_\_\_\_  
**Box:** \_\_\_\_ of \_\_\_\_

##### **A.3.7.2 Skids / pallets**

The CIC warehouse racking will accommodate these dimensions, which are common for the industry. Any deviation from these dimensions will prevent us from being able to receive and/or properly store the shipment.

- Each pallet MUST be no larger than 40" wide by 48" long with a 4" fork opening and bottom boards.
- Material MUST be packed no higher than 54" including skid.
- The maximum weight of a loaded pallet is not to exceed 2,000 pounds.
- Skids MUST be banded and/or polywrapped.
- Cartons must be packed as a solid block. No gaps within the unit.
- Outer edges of the carton (roll) must match, or be within, the outer edges of the pallet. No Overhang.

#### **A.3.7.3 Packing Slip**

- A packing slip MUST accompany the shipment.
- Each packing slip MUST be specific and contain the following information:
  - Name and address of vendor
  - Title, code and format of each piece
  - Number of cartons (rolls) of each piece delivered.
  - Exact quantity of each piece delivered (including over runs).

#### **A.3.8. DELIVERY SCHEDULE**

The total quantity to be delivered annually is 360,000 must be delivered in multiple shipments of quantities as specified below:

##### **A.3.8.1: Delivery**

The first delivery must be **made within 15 calendar days** from the date of the written notice of approval of the pre-production sample. The quantity delivered must be 30,000 units. The balance must be delivered at a minimum rate of 30,000 units monthly after the first delivery until completion of the contract quantity of 360,000 flags.

#### **3.9 DELIVERY ADDRESS**

Citizenship and Immigration Canada  
**NCR address to be provided at Contract award**

Receiving hours: Monday through Friday from 8:00 am to 5:00 pm.

#### **A.4. QUALITY ASSURANCE:**

The Contractor must perform all necessary quality assurance procedures to ensure that the flag meets the specified quality levels and specifications of the Annex A Statement of Work. The Government of Canada reserves the right to return all flags received in whole or in part at the Contractor's expense immediately if flags do not conform to specifications of the Statement of Work.

#### **A.5. COMPONENTS RETURN:**

All original material supplied (artwork, electronic media, photographs) or created by the Contractor for production (negatives, separations, final electronic files, proofs, etc..) is deemed to be the property of Canada and must be returned to the Project Authority at no cost along with two (2) samples of printed product finished to final format upon completion of the Contract.

## ANNEX "B" BASIS OF PAYMENT

### B.1 FINANCIAL PROPOSAL

Bidders must provide all inclusive pricing in the format specified, for each component identified in this ANNEX "B" - Basis of Payment.

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 proposal 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 and pre-production samples, 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 as well as shipping **to one destination in the NCR. Transportation/Shipping charges are included in the film all inclusive prices.**

Quantities for evaluation shown in the pricing grid of the Annex "B" Pricing Schedule 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.

Bidder must complete the areas highlighted in GREEN

#### B.1 Contract Period - All-inclusive price per flag (each)

				B.1 Evaluated Price Period of the Contract (B.1.1.1 + B.1.1.2 + B.1.2.1 + B.1.2.2)
B.1.1	Initial Quantity of 30,000 flags	A. Price per flag	B. Quantity for evaluation	A * B
B.1.1.1	Initial Quantity		30,000	\$
B.1.1.2	Additional flags (same run) - Overruns		600	\$
B.1.2	Subsequent quantities of flags delivered in quantities of a minimum of 30,000 flags per month	Price per flag	Quantity for evaluation	\$
B.1.2.1	Subsequent quantities		330,000	\$
B.1.2.2	Additional flags (same run) - Overruns		6,600	\$
B.1.3	<b>Printing and Assembly Percentage of price</b>			
B.1.3.1	What percentage of the B1.1 and B1.2 price per flag noted above is related to the printing cost?			%
B.1.3.2	What percentage of the B1.1 and B1.2 price per flag noted above is related to the cost to assembly the flag?			%

Solicitation No. - N° de l'invitation  
B8817-160153/B  
Client Ref. No. - N° de réf. du client  
B8817-160153

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cw035, B8817-160153

Buyer ID - Id de l'acheteur  
cw035  
CCC No./N° CCC - FMS No./N° VME

**B.2 First Option Period - All-inclusive price per flag (each)**

						B.2 Evaluated Price First Option Period (B.2.1.1 + B.2.1.2 )
B.2.1	Quantities of flags delivered in quantities of a minimum of 30,000 flags per month	Price per flag	Quantity for evaluation			
B.2.1.1	Flags		360,000	\$		
B.2.1.2	Additional flags (same run) - Overruns		7,200	\$		

**B.3 Second Option Period - All-inclusive price per flag (each)**

						B.3 Evaluated Price Second Option Period (B.3.1.1 + B.3.1.2 )
B.3.1	Quantities of flags delivered in quantities of a minimum of 30,000 flags per month	Price per flag	Quantity for evaluation			
B.3.1.1	Flags		360,000	\$		
B.3.1.2	Additional flags (same run) - Overruns		7,200	\$		

Total Evaluated Price (TEP) is the sum of B.1  
+ B.2 + B.3

\$

Solicitation No. - N° de l'invitation  
B8817-160153/B  
Client Ref. No. - N° de réf. du client  
B8817-160153

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cw035, B8817-160153

Buyer ID - Id de l'acheteur  
cw035  
CCC No./N° CCC - FMS No./N° VME

### ANNEX "C" EVALUATION GRID

EVALUATION SUMMARY	
<b>MANDATORY REQUIREMENT:</b>	<input type="checkbox"/> MET <input type="checkbox"/> NOT MET
<b>Mandatory Checked by:</b> PWGSC	<b>Date:</b>
<b>Overall Comments:</b>	

#### 4.1 TECHNICAL EVALUATION

##### 4.1.1 MANDATORY REQUIREMENTS

"External client(s)" means clients 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)" means clients within the Bidder's own legal entity (or joint venture partnership) and includes the parent, subsidiaries and other affiliates of the Bidder.

Evaluation Criteria	Met	Not Met
<p><b>M1. Bidder's previous experience</b></p> <p>The Bidder must demonstrate that it has been contractually bound to at least two (2) separate external clients (outside of the Bidder's own company) to provide printing and finishing to final format of synthetic paper flags on sticks.</p> <p>At least one (1) of the two (2) contracts must have been for the provision of a quantity of 100,000 paper flags on sticks or more.</p> <p>For each of the contracts, the paper flags must have been printed on a synthetic paper.</p> <p>During the evaluation no corporate experience gained through internal clients (within the Bidder's own legal entity [or joint venture partnership] and includes the parent, subsidiaries and other affiliates of the Bidder) will be accepted or reviewed.</p> <p>The Bidder must provide the following information for each contract:</p> <p>(a) a description of the synthetic paper flags on sticks provided by the Bidder; (b) a description of the printing requirements of the paper flags provided by the Bidder; (d) a description of the synthetic paper used for the flags provided by the Bidder; (c) a description of the assembly and finishing requirements of the paper flags provided by the Bidder; (e) the quantity of the paper flags provided by the Bidder under the contract; (f) the Client information for the Contract</p>		

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



Solicitation No. - N° de l'invitation  
B8817-160153/B  
Client Ref. No. - N° de réf. du client  
B8817-160153

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cw035, B8817-160153

Buyer ID - Id de l'acheteur  
cw035  
CCC No./N° CCC - FMS No./N° VME

---

## ANNEX "D" 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.

**ANNEX "E" Visuals for reference purposes only.**



## 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.

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

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 provisions <sup>1</sup> :			
	Yes	No	Comments
<b>Financial Administration Act</b> 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"/>	
<b>Criminal Code</b> 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 provisions <sup>1</sup> :			
	Yes	No	Comments
<b>Criminal Code</b> 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"/>	
<b>Competition Act</b> 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"/>	

<sup>1</sup> for which no pardon or equivalent has been received



## Declaration Form

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

