



**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 Face cloth mask (COVID19)	
Solicitation No. - N° de l'invitation EP877-200002/A	Date 2020-05-27
Client Reference No. - N° de référence du client EP877-200002	
GETS Reference No. - N° de référence de SEAG PW-\$\$PR-768-78770	
File No. - N° de dossier pr768.EP877-200002	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-06-08	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Bisson, Evelyne	Buyer Id - Id de l'acheteur pr768
Telephone No. - N° de téléphone (819) 775-8769 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Clothing and Textiles Division / Division des vêtements et des textiles
L'Esplanade Laurier,
East Tower 7th Floor
Tour est 7e étage
140 O'Connor, rue O'Connor,
Ottawa
Ontario
K1A 0R5

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

N° de l'invitation - Solicitation No.
EP877-200002/A
N° de réf. du client - Client Ref. No.
EP877-200002

N° de la modif - Amd. No.
File No. - N° du dossier
PR768. EP877-200002

Id de l'acheteur - Buyer ID
PR768
N° CCC / CCC No./ N° VME - FMS

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	2
PART 2 - BIDDER INSTRUCTIONS	3
PART 3 - BID PREPARATION INSTRUCTIONS	4
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	7
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	10
PART 6 - RESULTING CONTRACT CLAUSES	12
ANNEX A – STATEMENT OF REQUIREMENT	19
ANNEX B– PRICING AND DELIVERY	19
ANNEX C TO PART 3 OF THE BID SOLICITATION	2
ELECTRONIC PAYMENT INSTRUMENTS.....	2
ANNEX D TO PART 5 OF THE BID SOLICITATION	3
ETHICAL CONSIDERATIONS FOR PROCUREMENT OF APPAREL CERTIFICATION	3
ANNEX E TO PART 5 OF THE BID SOLICITATION	3
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION.....	3

N° de l'invitation - Solicitation No.
EP877-200002/A
N° de réf. du client - Client Ref. No.
EP877-200002

N° de la modif - Amd. No.
File No. - N° du dossier
PR768. EP877-200002

Id de l'acheteur - Buyer ID
PR768
N° CCC / CCC No. / N° VME - FMS

PART 1 - GENERAL INFORMATION

*****Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, bidders must transmit their bid electronically using the epost Connect service or fax (819-997-9776). Paper bids will not be accepted.**

1.1 Statement of Requirement

PSPC has a requirement for the manufacture of cloth face coverings for workers, to cover the nose and mouth area.

As a result of the COVID-19 pandemic, workers may be required to take additional precautions in support of their duties and/or operations to protect them, and members of the public, from inadvertent exposure to this virus. These face coverings are not intended to be used by health care workers in contact with patients or for medical or surgical use.

The "Requirement" is detailed under the Annex "A" - Statement of Requirement.

1.2 Security Requirement

There is no security requirement associated with this bid solicitation.

1.3 National Security Exception

This contract is being put in place by Canada as part of its response to the COVID-19 pandemic. The national security exceptions provided for in the trade agreements have been invoked; therefore, this procurement is excluded from all of the obligations of all the trade agreements.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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 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.

The 2003 (2019/03/04) 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 either by epost Connect or by Fax. Bids submitted using epost Connect must be submitted to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date and time indicated in the bid solicitation, using the following email address:

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

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

2.3 Enquiries

All enquiries must be submitted in writing to the Contracting Authority no later than four (4) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, bidders are must transmit their bid electronically using the epost Connect service or fax (819-997-9776). Paper bid will not be accepted.

3.1 Bid Preparation Instructions

Bidders must submit their bid electronically, in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications
- Section IV: Additional Information

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

3.2 Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work (reference pre-award sample, Part 4, Evaluation Procedures, (4.1.1.1 Mandatory Technical Criteria).

3.3 Section II: Financial Bid

Bidders must complete Annex B – Pricing and Delivery and submit as part of the Financial Bid.

Bidders must submit their financial bid in accordance with the Basis of Payment (reference Part 4, Evaluation Procedures, (4.1.2 Financial Evaluation).

3.3.1 Electronic Payment of Invoices – Bid

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

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

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

3.3.2 Exchange Rate Fluctuation

[C3011T](#) 2013/11/06 Exchange Rate Fluctuation

3.4 Section III: Certifications

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

3.5 Section IV: Additional Information

The information required in this Section should be submitted with the bid, but may be submitted afterwards. If information is missing from the bid, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the information within the time frame provided will render the bid non-responsive.

3.5.1 Origin of work

Note to Bidders: *this section applies only to manufacturers and subcontractor that will be doing a portion of the work (e.g. cut & sew), not manufacturers and suppliers of fabric, trim and accessories (e.g. zippers, hook & loop, etc).*

Bidders must provide the name, address and country of manufacturers of the Item, including subcontractors, to be utilized in the performance of the contract.

The following manufacturer(s)/subcontractor(s) will be utilized in the performance of the contract:

- a. Name and complete address of manufacturer/subcontractor:
- b. Location where work will be _____ (please indicate the complete address if different from the address provided in a.)
- c. Nature of manufacturing/subcontracting work performed: _____
(Enter the information for each manufacturer/subcontractor)

Manufacturers/Subcontractors, other than those listed above, may not be utilized without the written permission of Canada.

The Bidder agrees that Canada may publicly disclose the information provided with respect to the countries of origin.

Bidders must immediately inform Canada in writing of any and all changes affecting the information provided under this clause during the entire bid validity period.

3.5.2 Resulting Contract Information

Bidder input is required to complete several sections under Part 6, Resulting Contract Clauses.

3.5.3 Use of Contracts by Provinces and Territories

- 1- All Provinces and Territories may place separate orders for Face Covering Masks for their purposes.
- 2- The Contractor shall provide and deliver to the Province and Territories the goods described in the Contract, in accordance with the pricing set out in the Contract if and when the Provinces and Territories may request those goods, in accordance with an ordering process which will be established after award of the Contract.
- 3- Quantities ordered by the Province and Territories may vary from those outlined in Annex B and shall be considered separate from the Firm and Optional quantities specified in Annex B – Pricing and Delivery.
- 4- The Contractor understands and agrees that:
 - a. An order from the Provinces and Territories against the Contract will form a contract only when those goods have been requested, provided that the order is made in accordance with the provisions of the Contract.
 - b. Canada's liability is limited to that which arises from the Fixed Quantity and optional quantities made by PSPC only and within the period specified in the Contract;
 - c. Canada is not acting as an agent for the Provinces and Territories nor are the Provinces and Territories a principal of Canada. By issuing an order against the

N° de l'invitation - Solicitation No.
EP877-200002/A
N° de réf. du client - Client Ref. No.
EP877-200002

N° de la modif - Amd. No.
File No. - N° du dossier
PR768. EP877-200002

Id de l'acheteur - Buyer ID
PR768
N° CCC / CCC No. / N° VME - FMS

Contract, the Provinces and Territories accepts all responsibilities and liabilities associated with the issuance and management of that order; and,

d. The Contractor shall have no claim of any nature whatsoever against Canada arising out of any orders placed by the Province and Territories.

5- Ordering process for the Provinces and Territories will be established and refined after the evaluation has been done and contractors have been selected for award.

6-Right of First Refusal: During such time as the Government of Canada's emergency measurements relating to its response to the coronavirus disease 2019 (COVID-19) are in effect, Contractor shall, under this Contract, provide Canada with the first right of refusal to procure cloth face masks contemplated under this Contract (the "Requirement") on the terms and conditions under this Contract. If the Contractor has remaining supply, or capacity to supply the Product after offering to Canada, Contractor may offer the Product to other organizations (either within or outside of Canada).

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Pre-Award Samples and Supporting Documentation

As part of the technical evaluation, to confirm a Bidder's capability of meeting the technical requirements, samples and supporting documentation "A Technical Data Sheet from the Supplier of the fabric used must be included with the Pre-Award Sample. The Technical Data Sheet references Fabric Composition, Fabric Width, Mass, Fabric Count, etc." must be submitted at time of bid closing at no charge to Canada.

The samples must be sent to the following address:

Bid Receiving PWGSC
11 Laurier Street
Place Portage Phase III
Core OB2
Gatineau, Quebec
K1A 0S5

The supporting documentation must be sent electronically with the bid.

Failure to submit the required pre-award samples and supporting documentation within the specified time frame will result in the bid being declared non-responsive. The samples submitted by the Bidder will remain the property of Canada.

The Bidder must ensure that the required pre-award samples are manufactured in accordance with the technical requirement outlined in the Statement of Requirement and are fully representative of the bid submitted. Rejection of the pre-award samples or supporting documentation will result in the bid being declared non-responsive.

The pre-award samples will be evaluated for quality of workmanship and conformance to the technical requirement outlined in the Statement of Requirement, including specified materials and measurements.

The requirement for a pre-award samples and supporting documentation will not relieve the successful bidder from strictly adhering to the technical requirement of this Request for Proposal and any resultant contract.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

- a. The Bidder must submit firm unit prices in Canadian dollars, applicable taxes are excluded, DDP (Winnipeg Manitoba) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.

-
- b. The Bidder must submit firm unit pricing for all items and all destinations including option quantity. The Bidder is requested to quote firm unit pricing at no more than two decimal points.

4.1.2.2 SACC MANUAL CLAUSE

[A9033T](#) 2012/07/16 Financial Capability

4.2 Basis of Selection

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

Canada reserves the right to award one or multiple contracts for any responsive bid in order to fulfil its overall requirement. Canada reserves the right to consider numerous factors in awarding one or multiple contracts, including but not limited to:

- a) the bidder's experience and capacity outlined in response to M1 and M2;
- b) the bidder's proposed delivery time frame for firm and optional quantities;
- c) the bidder's proposed price;
- d) the quality of workmanship in the sample submitted;
- e) the bidder's proposed subcontractors;
- f) socio-economic considerations, such as businesses owned by aboriginals or minorities.

The fact that a bid has been declared responsive does not mean that the bidder will be guaranteed contract.

This basis of selection does not limit Canada's rights outlined the the [2003](#) (2019/03/04) Standard Instructions - Goods or Services - Competitive Requirements.

BID EVALUATION PLAN

- 1.1 **General Method.** A team of PSPC Subject Matter Experts (SMEs) will examine the bidder provided documentary and physical evidence to confirm compliance with all the requirements detailed in the Request for Proposal and its supporting Annexes.
- 2.1 **Bid Evaluation Methodology.** The evaluation of bids will be conducted as follows.
 - 2.1.1 The evaluators will examine the provided physical samples and technical documentation for the quality of workmanship and for conformance to the technical requirements outlined in the SOR, including specified materials and measurements . Non-compliant bids will not be considered further.
 - 2.1.2 The evaluators will verify compliance with the criteria detailed in Table 1 below. Incomplete submissions will be deemed non-compliant.
 - 2.1.3 **Technical Bid Submission Requirements.** The Bidder must submit the following:
 - a. One of each size (small, medium, large and extra large) of face coverings that comply with product specifications (Manufacturer's product information sheet.)
 - b. Definition of Manufacturer's Product Information Sheet.:A Manufacturer's Product Information Sheet provided by the manufacturer must include, at a minimum, technical related information to demonstrate that the product meets the specified minimum mandatory salient requirements and must be applicable to the sample submitted for evaluation.

2.1.4 Previous Experience Requirements and Bidder Profile Requirements.

The Bidder must submit the following:

- a. Minimum of three written project summaries undertaken within the past five years.
- b. The submission for a, b and c must not be more than 3 pages.

TABLE 1: Bidder Mandatory Capabilities Criteria

Mandatory Criteria	Reference Page #	Met / Not Met	Comment
M1 Demonstrated Experience			
The Bidder must demonstrate their experience in the manufacturing of products with fabric components through the provision of a minimum of three written project summaries undertaken within the past five years. From the solicitation posting date. Projects may be ongoing. Within each project summary provided, the bidder must indicate the following information.			
a) The name of the client organization for whom the work was undertaken;			
b) The start and end date of the project (dates should be identified by month and year, and should indicate the project duration;			
c) Quantity of items manufactured under the contract with amount delivered per week for the duration of the contract.			
M2 Bidder Profile			
The Bidder must demonstrate their existing capability (either in-house or subcontracted), that has been in place within the past three years from the solicitation posting date of manufacturing or subcontracting of products with fabric components. For example, production facility, equipment type, number of sewing staff, etc.			

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Ethical Procurement Certification

The ethical considerations for procurement of apparel certification document attached to this solicitation at Annex D is incorporated by reference into, and forms a binding part of the bid solicitation. The Bidder must comply with the certification.

By submitting a bid in response to this bid solicitation, the Bidder certifies that:

- a. it has read and understands the certification attached to this solicitation;
- b. it understands that the eight fundamental human and labour rights laid out in the certification document must be complied with or the bid may be declared non-responsive, or Canada may terminate any resulting contract for default.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1. Sample and Production Certification

The Bidder certifies that:

() the manufacturer that produced the pre-award sample will remain unchanged for the full production of the contract quantity.

5.2.3.2 Diverse (underrepresented) suppliers

PSPC promotes social procurement which creates greater inclusiveness and opportunities for participation by underrepresented groups in federal government procurement. Groups currently included in the pilot program are women, persons with disabilities, visible minorities, and Indigenous peoples. These underrepresented supply groups will be referred to as diverse suppliers and will have the opportunity to self-identify when submitting their bid.

"Indigenous business" means an entity which is:

- () a sole proprietorship

or

- () a limited company
- () a co-operative
- () a partnership
- () a not-for-profit organization in which Indigenous persons (First Nations, Inuit, Métis) have at least 51 per cent ownership and control

or

- () A joint venture consisting of two or more Indigenous businesses or an Indigenous business(es) and a non-Indigenous business(es), provided that the Indigenous business(es) has at least 51 per cent ownership and control of the joint venture.

PART 6 - RESULTING CONTRACT CLAUSES

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

This contract is being put in place by Canada as part of its response to the COVID-19 pandemic.

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Requirement

PSPC has a requirement for the manufacture of cloth face coverings for workers, to cover the nose and mouth area.

As a result of the COVID-19 pandemic, workers may be required to take additional precautions in support of their duties and/or operations to protect them, and members of the public, from inadvertent exposure to this virus. These face coverings are not intended to be used by health care workers in contact with patients or for medical or surgical use.

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2030](#) (2018/06/21), General Conditions - Goods (Higher Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

Delivery - Firm Quantity – Phased

The first delivery of at least 20% of the firm quantity must be made by June 30, 2020. The balance must be delivered at the rate of _____ units weekly after the first delivery until completion of the Contract.

Delivery - Option Quantity

The delivery of the option quantity must commence within _____ calendar days from receipt of the contract amendment and after final delivery of the contract quantity. The quantity delivered must be _____ units. The balance must be shipped at a rate of _____ units weekly after the first delivery until completion of the option quantity.

6.4.1.1 Delivery - Appointments

The Contractor must make deliveries to PWGSC in Winnipeg, Manitoba by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the authority.

The consignee may refuse shipments when prior arrangements have not been made.
PSPC
201 Weston Street
Winnipeg, Manitoba
R3E 3H4
Contact: to be insert at contract award
Telephone: to be insert at contract award

6.4.1.2 Bulk Shipments

For bulk shipments, all cartons must be shipped on 40" x 48" pallets shrink-wrapped or equivalent with overall height not to exceed 42".

6.4.1.3 Shipping Instructions - Delivery at Destination

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

(a) Delivered Duty Paid (DDP) (Winnipeg Manitoba) Incoterms 2000 for shipments from commercial contractor.

6.4.1.4 Packaging - Commercial

Packing must be in accordance with standard commercial practice to ensure safe delivery at destination.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:
Evelyne Bisson
Public Works and Government Services Canada
Acquisitions Branch
Commercial and Consumer Products Directorate (CCPD)
Clothing & Textiles Division
L'Esplanade Laurier, East Tower 7th Floor
140 O'Connor, Street, Ottawa, Ontario
K1A 0R5 Canada
Telephone : 819-775-8769
E-mail address: Evelyne.bisson@tpsgc-pwgsc.gc.ca

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

6.5.2 Technical Authority

The 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 Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Procurement Authority

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement

Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

N° de l'invitation - Solicitation No.
EP877-200002/A
N° de réf. du client - Client Ref. No.
EP877-200002

N° de la modif - Amd. No.
File No. - N° du dossier
PR768. EP877-200002

Id de l'acheteur - Buyer ID
PR768
N° CCC / CCC No. / N° VME - FMS

6.5.4 Contractor's Representative

The person responsible for :

General enquiries

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

Delivery follow-up

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment – Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B- Pricing and delivery for a cost of \$_____ (amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.2 SACC Manual Clauses

[H1001C](#) 2008/05/12 Multiple Payments

6.6.3 Electronic Payment of Invoices – Contract

[\(To be advised at contract award\)](#)

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.7 Invoicing Instructions

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

N° de l'invitation - Solicitation No.
EP877-200002/A
N° de réf. du client - Client Ref. No.
EP877-200002

N° de la modif - Amd. No.
File No. - N° du dossier
PR768. EP877-200002

Id de l'acheteur - Buyer ID
PR768
N° CCC / CCC No. / N° VME - FMS

2. Invoices must be distributed as follows:
- a. One (1) copy must be forwarded by email to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - b. The original and one (1) copy must be forwarded to the consignee for certification and payment.
PSPC
L'Esplanade Laurier, East Tower 12th Floor
140 O'Connor, Street, Ottawa, Ontario
K1A 0R5 Canada
Att: Sebastien Aubertin-Giguere

6.8 Insurance
SACC Manual clause [G1005C](#) (2016/01/28) Insurance

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 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](#) (2018/06/21), General Conditions - Goods (Higher Complexity);
- c) Annex A, Statement of Requirement;
- d) Annex B, Pricing and delivery
- e) the Contractor's bid dated _____

6.12 Materials: Contractor Total Supply

The Contractor will be responsible for obtaining all materials required in the manufacture of the items specified. The delivery stated for the items allows the necessary time to obtain such materials.

6.13 Plant Location

Items will be manufactured at:

6.14 Subcontractor(s)

The following subcontractor(s) will be utilized in the performance of the contract.

Name of Company: _____

Location: _____

Value of subcontract: \$ _____

Nature of subcontracting work performed: _____

Subcontractors, other than those listed above, may not be utilized without the written permission of Canada.

6.15 Ethical Apparel

The ethical procurement certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of the Contract. The Contractor must ensure continuous compliance with the provisions of the ethical procurement certification that was signed during the bidding process throughout the duration of the contract.

The origin of work clause incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of the Contract. It is the Contractor's responsibility to ensure continuous accuracy with the origin of work information provided with their bid and must immediately inform Canada in writing of any and all changes affecting the information provided under the origin of work clause during the entire contract period. The certification is subject to verification by Canada at any given time during the period of the contract. If the certification is found to be untrue Canada may declare a bid non-responsive or may declare a contractor in default, whether made knowingly or unknowingly during the bid evaluation period or during the contract period. The continuing obligation to maintaining this certification is a material obligation of the Contract.

6.16 Overshipment

Overshipment will not be accepted unless prior approval is obtained from the Contracting Authority.

6.17 Use of Contracts by Provinces and Territories

1-All Provinces and Territories may place separate orders for Face Covering Masks for their purposes.

2-The Contractor shall provide and deliver to the Province and Territories the goods described in the Contract, in accordance with the pricing set out in the Contract if and when the Provinces and Territories may request those goods, in accordance with an ordering process which will be established after award of the Contract.

3-Quantities ordered by the Province and Territories may vary from those outlined in Annex B and shall be considered separate from the Firm and Optional quantities specified in Annex B – Pricing and Delivery.

4-The Contractor understands and agrees that:

a.An order from the Provinces and Territories against the Contract will form a contract only when those goods have been requested, provided that the order is made in accordance with the provisions of the Contract.

b.Canada's liability is limited to that which arises from the Fixed Quantity and optional quantities made by PSPC only and within the period specified in the Contract;

c.Canada is not acting as an agent for the Provinces and Territories nor are the Provinces and Territories a principal of Canada. By issuing an order against the Contract, the Provinces and Territories accepts all responsibilities and liabilities associated with the issuance and management of that order; and,

d.The Contractor shall have no claim of any nature whatsoever against Canada arising out of any orders placed by the Province and Territories.

5-Ordering process for the Provinces and Territories will be established and refined after the evaluation has been done and contractors have been selected for award.

6-Right of First Refusal: During such time as the Government of Canada's emergency measurements relating to its response to the coronavirus disease 2019 (COVID-19) are in effect, Contractor shall, under this Contract, provide Canada with the first right of refusal to procure cloth face masks contemplated under this Contract (the "Requirement") on the terms and conditions under this Contract. If the Contractor has remaining supply, or capacity to supply the Product after offering to Canada, Contractor may offer the Product to other organizations (either within or outside of Canada).

ANNEX A – STATEMENT OF REQUIREMENT

FOR THE MANUFACTURE OF CLOTH FACE COVERINGS

1. SCOPE

1.1 The purpose of this Statement of Work (SOW) is to define the work for the manufacture of cloth face coverings for employees, to cover the nose and mouth area.

2.0 BACKGROUND

2.1 As a result of the COVID-19 pandemic, employees may be required to take additional precautions in support of their domestic and international duties and/or operations to protect them, and members of the public, from inadvertent exposure to this virus. These face coverings are not intended to be used by health care workers in contact with patients or for medical or surgical use. These face coverings are not medical devices nor personal protective equipment.

3.0 REQUIREMENTS

3.1 Unless otherwise stated, the Contractor must provide all necessary material and equipment in order to manufacture cloth face coverings for individual wear.

3.2 The design must comply with the Public Health Agency of Canada guidelines on sewn cloth face coverings. (<https://www.canada.ca/en/public-health/services/diseases/2019-novel-coronavirus-infection/prevention-risks/about-non-medical-masks-face-coverings.html>). The design, in accordance with accepted best practices and production quality control, remain the sole responsibility of the manufacturer.

3.3 Face coverings will be worn by employees for periods of up to eight to twelve hours per day. They will be laundered for reuse.

3.4 The Extra Small size could be requested by the provinces and territories (user on this contract). Details for this request will be determined between the provinces / territories and the contractor when it becomes time to place an order.

4.0 SPECIFICATIONS

4.1. OUTER LAYER: (1 layer)

100% Cotton (tightly woven, such as Poplin, or Broadcloth), plain weave

*OR

50% Cotton/50% Polyester blend (the blend can range from 45% to 55%), plain weave

-The Outer layer fabric must be 170 gsm +/- 5%

-The Outer layer fabric colour must be Neutral (such as Beige, Navy, Black) and Solid (not patterned).

i Public Health Agency of Canada guidelines on sewn cloth face coverings (<https://www.canada.ca/en/public-health/services/diseases/2019-novel-coronavirus-infection/prevention-risks/sew-no-sew-instructions-non-medical-masks-face-coverings.html>)

4.2 INNER LAYER: (1 layer)

100% Cotton (tightly woven, such as Quilter Cotton or Sheeting), plain weave

- The Inner layer fabric must be 110 gsm – 170gsm +/- 5%.
- The Inner layer fabric colour must be Neutral **and** of a different colour than that of the Outer layer, and must be solid (not patterned).

4.3 STIFFENER:

There will be a flat, commercial bendable stiffener centred at the upper middle part to allow adjustment to the fit at the nose. The stiffener must be encased in fabric, or sandwiched into the seam allowance to provide some padding and prevent irritation to the user.

- The stiffener must not be visible from the outside.
- The stiffener width must be 1/8" – 3/8" (3.2mm – 9.5mm).
- The cut length of the stiffener must be 3" – 4" (7.6cm – 10.2cm) length.

4.4 EAR LOOP ELASTIC:

Polyester blended with rubber, or Knitted/brushed elastic 1/8" – 1/4" (3.2mm – 6.4mm) with good stretch/recovery.

- It is preferable that Ear Loop elastics have small, comfortable slide adjusters for an improved fit.
- Elastic Ear Loops must be affixed and aligned from the top edge of the face covering to the bottom edge of the face covering to ensure a proper fit.

4.5 SEAMS AND STITCHES:

All stitching must be lockstitch. There must be 7 -10 stitches per inch (3 – 4 stitches per centimeter). The beginning and ending of all stitching must be securely backstitch tacked, unless secured by other stitching. All other seams and stitching must be lockstitch or lock chain stitch.

- The thread colour must match the Outer layer fabric colour.

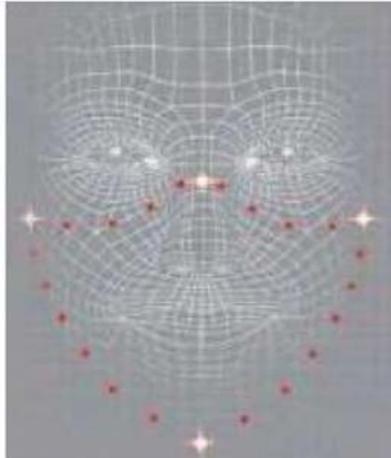
5.0 SCOPE OF WORK

5.1 The client requires the sourcing, purchasing, and delivery of face coverings, as identified in this SOW.

5.2 Product Specifications:

5.2.1 The cloth face covering must comply with Public Health Agency of Canada guidelines on sewn cloth face coverings in that it must:

- a. Fit snugly but comfortably against the side of the face and cover the mouth and nose;



Protection area of face covering

- b. Be secured with ear loops or head ties;
- c. Include multiple layers of fabric;
- d. Allow for breathing without restriction for a range of tasks from sedentary (desk work) to heavy exertion (carrying of letter bags); and
- e. Not incorporate any exhalation or inhalation valve(s)
- f. Can be Machine washed and dried without damage or losing shape.

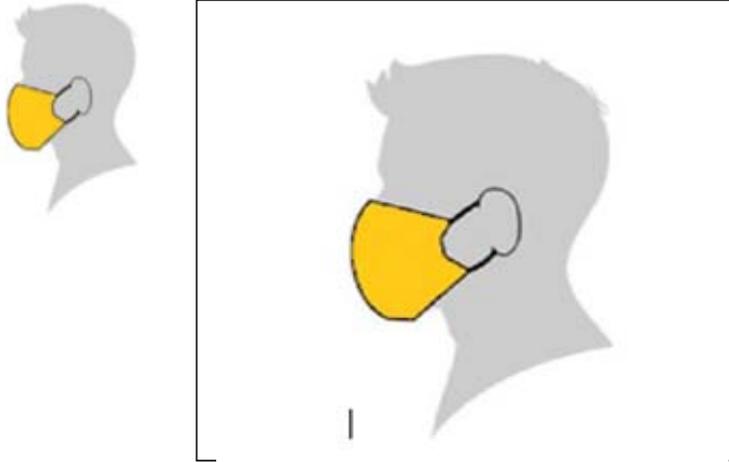
5.2.2 The following information is included as expanded requirements and/or design guidance for the basic cloth face covering design;

- a. The use of staples and/or safety pins can constitute a hazard or nuisance to the user and must not to be used;
- b. **All** materials utilized in the face covering must have the ability to be laundered in hot water (minimum 40 degrees Celsius wash temperature) and machine Tumble dried **without damage or change to shape or colour for 50 launderings.**
*Wash tests will be performed.
- c. There are 2 possible design variations; **Curved/Shaped** face covering design and a **3-Tuck Pleated** rectangular design face covering.
Both **must** allow for a good fit on the face.
(If pleats are used, there must be three side pleats.)
- d. Face coverings must be supplied in sizes; Small, Medium, and Large. In all cases, the cloth face covering must enclose the area around the nose and mouth, from the bridge of the nose down to the chin, and extending onto the cheek (or slightly beyond) and beyond the corners of the mouth, so no gaps occur when talking or moving. It must be able to be adjusted to fit closely over the nose, cheeks and chin to ensure a sufficient sealing of the user's face against the ambient atmosphere, when the user's skin is dry, damp and when the user moves their head.

- e. Face covering size must be labelled with indelible ink on the inside fabric cover on the lower corner. It is preferred that each size be written in a different colour of ink.

CURVED/SHAPED

The Curved/Shaped face covering can be constructed **either** with a center front dart at the nose and the chin,
or with a dart at the nose and a shaped chin insert (preferable for best fit).

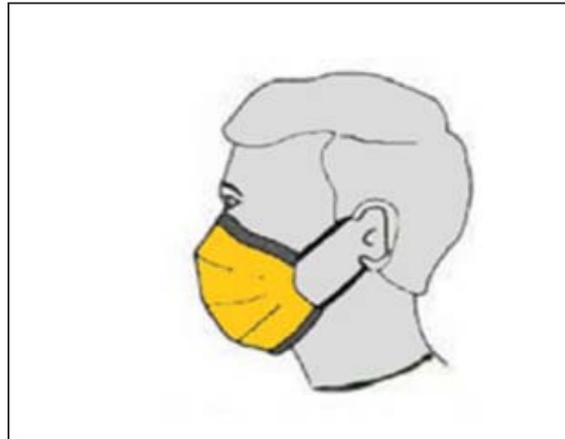


The following finished dimensions are provided as a guideline for a Curved/Shaped face covering:

CURVED/SHAPE				
Size	Center Front Height	Width	Side Height (at loops)	*Elastic Ear Loops x2
Small	5-1/8" / 15.0 cm	8-3/4" / 22.4 cm	1-7/8" / 4.8 cm	4-1/2" / 11.5 cm
Medium	6-3/4" / 17.0 cm	9-1/2" / 24.0 cm	2" / 5 cm	5" / 12.6 cm
Large	6-7/8" / 17.5 cm	10-1/8" / 25.6 cm	2-1/4" / 5.7 cm	6" / 15.3 cm
Extra Large	7-1/8" / 18.2 cm	10-3/8" / 26.4 cm	2-1/2" / 6.4 cm	6-1/2" / 16.6 cm
Tolerance of +/- 1/4" / 0.67mm on fabric measurements				
*Elastic length will be 1" (2.54 cm) longer, if providing ear loops with adjusting mechanism				

3-TUCK PLEATED

Rectangular shaped, with 3 equally deep 1/2 " (1.2 cm) deep pleats for Small and Medium, 5/8" (1.5 cm) deep pleats for a Large, equally distributed on the side height. Pleats are folded and sewn down at sides.



The following finished dimens

covering:

3-TUCK PLEATED				
Size	Center Front Height (extended)	Width	Side Height (at Ear Loops)	*Elastic Length
Small	6-1/8" / 15.6 cm	7-1/2" / 19.1 cm	3-1/8" / 7.9 cm	6-1/2" / 16.5 cm
Medium	6-3/8" / 16.2 cm	7-3/4" / 19.7 cm	3-3/8" / 8.6 cm	
Large	7-3/8" / 18.7 cm	8" / 20.3 cm	3-5/8" / 9.2 cm	
Extra Large	7-5/8" / 19.4 cm	8-1/4" / 21 cm	3-7/8" / 10 cm	
Tolerance of +/- 1/4" / 0.67mm on fabric measurements				
*Elastic length will be 1" (2.54 cm) longer, if providing ear loops with adjusting mechanism				

6.0 FINISHING/PACKAGING

6.1.1 The Contractor must provide one set of proper care and use instructions with each face covering, preferably in bilingual (French/English) format but, **at a minimum**, in English.

Machine wash - hot (40°C)	Laver à la machine – à l'eau chaude (40°C)
Do Not use fabric softener or chlorine bleach	Ne pas utiliser d'agent adoucissant ni d'agent de blanchiment
Tumble dry- medium (Do Not use dryer sheets)	Sécher par culbutage – à moyenne température (Ne pas utiliser d'assouplissant en feuilles)
Steam iron - medium	Repassage à vapeur - à température moyenne

6.1.2 Quantities of 100 units of the same size face covering must be packaged in bags and labelled (in bilingual format) on the outside of the bag with an abbreviated nomenclature (Face Covering), size (in lettering twice the size) and quantity (100 units).

6.1.3 Quantities of packages, of the same size must be packed into a corrugated fibreboard box.

6.1.4 Overall inside dimensions (length, width and depth added) must not exceed 1.5 metres (59 inches). The maximum weight of the box and contents must not exceed 18 kilograms (40 pounds). The box size must be uniform for the duration of the standing offer.

6.1.5 On one end of each corrugated fibreboard box stenciling or labelling must legibly marked with the following information:

- Contract Number;
- Quantity (per box) / Unit of Issue (as applicable); and
- Gross Weight (to the nearest kg) (as applicable).

6.1.6 On one side of each corrugated fibreboard box, stenciling or labelling in figures as large as practicable in relation to the space available must legibly marked with the following information:

- Consignee - As specified in call up;
- Consignor - Offeror's name or symbol;
- Case ___ of ___ cases - As applicable within each shipment.

6.1.7 The last shipping container of each shipment must have affixed to the side on which the shipping instructions are contained (paragraph 2.1.11.2.4), an envelope containing the Packing List, Release Note, etc. This water-resistant envelope must be prominently marked "Packing List Enclosed" and must be securely affixed to the outside wall of the container.

7.0 INSPECTION AND ACCEPTANCE

7.1 The Contractor must perform or have performed the inspections and tests required to substantiate that the supplies provided under the contract conform to the contract requirements.

8.0 SECURITY OF WORK

8.1 This work is unclassified, however all deliverables will become the property of the Government of Canada.

Annex B – Pricing and Delivery

Through the award of multiple contracts, it is the Crown's intention to purchase an estimated total of 13,500,000 units. The information presented below is applicable to a single contract award.

Firm Quantity

Item	Description	Unit of Issue	Destination	Firm Quantity	Firm Unit Price in CAD, DDP, Transportation costs included, Applicable taxes extra
1	CLOTH FACE COVERINGS	Each	Winnipeg	500,000	_____

* The Crown reserves the right to award contracts for a lesser firm quantity based on the capacity of the bidder, however, no less than 100,000 units for a given contract.

OPTION

Item	Description	Unit of Issue	Destination	Firm Unit Price in CAD, DDP, Transportation costs included, Applicable taxes extra
2	CLOTH FACE COVERINGS	Each	Winnipeg	\$ _____

Size roll and colour option to be provided when option is exercised.

OPTION QUANTITY - Identified as Item 2

The Contractor grants to Canada the irrevocable option to acquire the goods described under item 2 under the same terms and conditions and at the prices stated in the Contract. The option may only be exercised by the Contracting Authority for a minimum of 100,000 units per amendment up to a maximum of 4,500,000 units for all amendments in total, distributed amongst the items and destinations and will be evidenced through a contract amendment.

An optional quantity exercised by Canada will be fulfilled in accordance with the following production.

_____ units per week starting _____ days from exercising the option.

The Option can be exercised at Canada's sole discretion. Canada is not obliged to exercise any options to acquire the goods described under item 2 and this Contract does not represent a commitment to purchase such goods from the Contractor.

The Contracting Authority may exercise the option within 24 months after contract award date by sending a written notice to the Contractor.

Multiple amendments may result.

Solicitation No. - N° de l'invitation
EP877-200002/A
Client Ref. No. - N° de réf. du client
EP877-200002/A

Amd. No. - N° de la modif.
File No. - N° du dossier
pr768. EP877-200002

Buyer ID - Id de l'acheteur
pr768
CCC No./N° CCC - FMS No./N° VME

ANNEX C to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

ANNEX D TO PART 5 OF THE BID SOLICITATION

ETHICAL CONSIDERATIONS FOR PROCUREMENT OF APPAREL CERTIFICATION

The Bidder certifies the following:

1. Child labour

The Bidder and its first-tier subcontractors do not employ child labour, i.e. work done by children who are younger than the minimum age for admission to employment indicated in applicable legislation in the country, and no younger than the age at which compulsory schooling has been set in applicable legislation in the country. In any event, children are protected from economic exploitation and from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development. Employees younger than 18 shall not perform hazardous work, which includes work that may jeopardize their health, safety or morals.

2. Forced labour

The Bidder and its first-tier subcontractors do not use forced labour or compulsory labour in all its forms, including trafficking in persons for the purpose of forced or compulsory labour, namely any work or service that is exacted from any person under the menace of any penalty, and for which that person has not offered himself or herself voluntarily.

3. Abuse and harassment

The Bidder and its first-tier subcontractors treat their employees with dignity and respect. No employees shall be subject to any physical, sexual or verbal harassment, abuse or violence or psychological hazards. Corporal punishment is not used or tolerated in any form.

4. Discrimination

The Bidder and its first-tier subcontractors do not discriminate against their employees in hiring practices or any other term or condition of work (other than legitimate occupational requirements allowed by law) on the basis of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability or conviction of any offence for which a pardon has been granted or in respect of which a record of suspension has been ordered.

5. Freedom of association and collective bargaining

Where provided for by law, the Bidder and its first-tier subcontractors shall recognize and respect the right of employees to freely associate, organize and bargain collectively with their employer. No employee or worker representative shall be subject to discrimination, harassment, intimidation or retaliation as a result of his or her efforts to freely associate, organize or bargain collectively. Where the right to freedom of association is restricted under law, the Bidder and its first-tier subcontractors must provide workers alternative means of association, including effective means to express and remedy workplace grievances.

6. Occupational safety and health

Solicitation No. - N° de l'invitation
EP877-200002/A
Client Ref. No. - N° de réf. du client
EP877-200002/A

Amd. No. - N° de la modif.
File No. - N° du dossier
pr768. EP877-200002

Buyer ID - Id de l'acheteur
pr768
CCC No./N° CCC - FMS No./N° VME

The Bidder and its first-tier subcontractors provide workers with a safe and healthy work environment and, at minimum, comply with local and national health and safety laws. If residential facilities are provided to workers, they are safe and healthy.

7. Fair wages

The Bidder and its first-tier subcontractors provide wages and benefits which comply with all applicable laws and regulations and which match or exceed the local prevailing wages and benefits in the relevant industry or which constitute a living wage, whichever provides greater wages and benefits. Where compensation does not provide a living wage, the Bidder and its first-tier subcontractors shall ensure that real wages are increased annually to continuously close the gap with living wage.

8. Hours of work

Except in extraordinary circumstances, the Bidder's and its first-tier subcontractors' employees are not required to work more than the lesser of (a) 48 hours per week and 12 hours overtime per week, or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture.

ANNEX "E" to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instruction).