



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des
soumissions - TPSGC

11 Laurier St./ 11 rue, Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau, Québec K1A 0S5

Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Scientific, Medical and Photographic Division / Division de
l'équipement scientifique, des produits photographiques et
pharmaceutiques

L'Esplanade Laurier

140 O'Connor Street,

East Tower, 7th Floor

Ottawa

Ontario

K1A 0S5

Title - Sujet Non-Medical Surgical Face Masks	
Solicitation No. - N° de l'invitation E60PV-20ESS2/A	Date 2020-06-04
Client Reference No. - N° de référence du client E60PV-20ESS2	
GETS Reference No. - N° de référence de SEAG PW-\$\$PV-961-78790	
File No. - N° de dossier pv961.E60PV-20ESS2	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-06-17	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: Bellerdine, Chad	Buyer Id - Id de l'acheteur pv961
Telephone No. - N° de téléphone (613) 323-0178 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

*****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.**

*******This solicitation is only open to Canadian bidders.**

1.1 Statement of Requirement

PSPC has a requirement for the purchase of non-medical disposable masks.

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 masks 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 (2020-05-28) 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.

3.4 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

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 non-medical disposable 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.

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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 Non-medical disposable 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.

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 must be provided. A Technical Data Sheet from the Supplier of the materials used must be included with the Pre-Award Sample. The Technical Data Sheet referencing the materials 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 optional 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;
- b) the quality workmanship in the sample submitted;
- c) the bidder's proposed delivery time frame for firm and optional quantities
- d) the bidder's proposed subcontractors;
- e) the bidder's proposed price;
- 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 a contract.

This basis of selection does not limit Canada's rights outlined in the 2003 (2020-05-28) 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 documentation 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. Four samples of the non-medical disposable masks 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.

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2.1.4 Previous Experience

TABLE 1: Bidder Mandatory Capabilities Criteria

Mandatory Criteria	Reference Page #	Met / Not Met	Comment
M1 Demonstrated Experience			
The Bidder will be assessed on its existing supply chain and its ability to source disposable non-medical face coverings.			
a) The Bidder must explain how its experience will help source disposable non-medical face coverings by providing a written explanation of its capability, its experience and how it intends to proceed.			
b) The Bidder must detail how it will meet and deliver the requested initial quantities along with the proposed delivery schedule per week for the duration of the contract.			

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](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.

5.2 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

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 purchase of Non-medical disposable masks.

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 Non-medical disposable masks 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".

6.2.2 Optional Requirement

- a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both as further described in Annex "A" under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
- b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.
- c) **Option to Purchase Additional units:** The Contractor grants to Canada the irrevocable option to purchase additional units under the same terms and conditions and at the prices and/or rates stated in the Contract.

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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

[2030](#) (2020-05-28), General Conditions - Goods (Higher Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

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The period of the Contract begins on the date the contract is awarded and ends two years after delivery and acceptance of the work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.

6.4.2 Delivery Date

Delivery - Firm Quantity – Phased

The first delivery of at least 20% of the firm quantity must be made by July 31, 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 optional 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.

6.4.2.1 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.

GC Surplus
1700 Inkster Blvd
Winnipeg, Manitoba
R2X 2T1

Contact: to be insert at contract award
Telephone: to be insert at contract award

6.4.2.2 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".

6.4.2.3 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.

6.4.2.4 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

Name: Chad Bellerdine
Title: Supply Specialist
Public Works and Government Services Canada
Commercial Consumer Products Directorate
140 O'Connor Street, 7th floor
East Tower, L'Esplanade Laurier (LEL)
Ottawa, Ontario, K1A 0R5
Telephone: (613) 323-0178
E-mail address: chad.bellerdine@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.

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

Initial Requirement

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. Customs duties are included and Applicable Taxes are extra.

6.6.2 Optional Requirements (Purchase – Additional Units)

For the option to purchase Additional Units, if Canada exercises its option, Canada will pay the Contractor, a firm unit price, as specified in Table "2", Annex "B" – Pricing and delivery. 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.

6.6.3 SACC Manual Clauses

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

6.6.4 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.
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](#) (2020-05-28), 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 Overshipment

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

6.15 Use of Contracts by Provinces and Territories

1-All Provinces and Territories may place separate orders for Non-medical disposable masks 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

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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 NON-MEDICAL DISPOSABLE MASKS

1. SCOPE

1.1 The purpose of this Statement of Requirement (SOR) is to define the work for the purchase of Non-medical disposable masks.

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 masks are not intended to be used by health care workers in contact with patients or for medical or surgical use. These face masks are not medical devices nor personal protective equipment.

3.0 REQUIREMENTS

3.1 The Contractor must provide all of the required Non-medical disposable masks as per the required delivery schedule.

4.0 SPECIFICATIONS

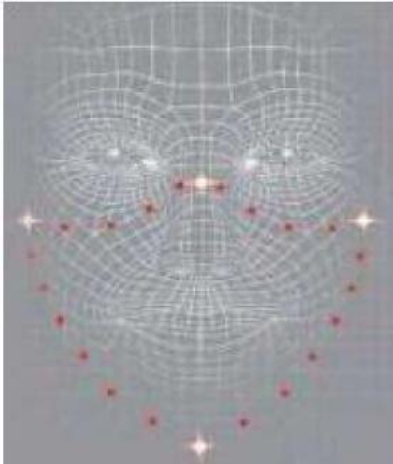
4.1

1. Mask must cover mouth and nose safely and firmly.
2. Mask must not be made from recycled materials or materials with high toxicity, carcinogenicity, or potentially carcinogenic. Mask also must not be made from materials known to cause skin irritation or other adverse reactions. The residues of other restrictions on the material shall comply with the relevant requirements, no odor.
3. Masks must not have accessible sharp angle and edges, and shall not cause injury to the wearer.
4. Masks should be easy to wear and remove, have no obvious pressure or tenderness phenomenon in the process of wearing, and not influence head activity.
5. Mask must secure to the face with an ear loop.

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Protection area of face covering

5.0 INSPECTION AND ACCEPTANCE

5.1 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.

6.0 SECURITY OF WORK

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

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Annex B – Pricing and Delivery

Through the award of multiple contracts, it is the Crown's intention to purchase an estimated total of 25,000,000 units. The information presented below is applicable to a single contract award.

Contracts may be from a quantity of 3,000,000 up to 10,000,000

Firm Quantity – Table 1

Item	Description	Unit of Issue	Destination	Firm Quantity	Firm Unit Price in CAD, DDP, Transportation costs included, Applicable taxes extra
1	Non-medical disposable masks	Each	Winnipeg	TBD	\$ _____

OPTION – Table 2

Item	Description	Unit of Issue	Destination	Firm Quantity	Firm Unit Price in CAD, DDP, Transportation costs included, Applicable taxes extra
2	Non-medical disposable masks	Each	Winnipeg	10,000,000	\$ _____
3	Non-medical disposable masks	Each	Winnipeg	10,000,000	\$ _____

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

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ANNEX C to PART 3 OF THE BID SOLICITATION
ELECTRONIC PAYMENT INSTRUMENTS

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

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

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

ANNEX D 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).