



**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  
For SAMPLES only  
attention: Technical Authority  
Gatineau, Québec  
Québec  
K1A 0S5

**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**

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

<b>Title - Sujet</b> BAGS, Census		
<b>Solicitation No. - N° de l'invitation</b> 45045-190150/A	<b>Date</b> 2020-06-22	
<b>Client Reference No. - N° de référence du client</b> 000011678		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PR-737-78834		
<b>File No. - N° de dossier</b> pr737.45045-190150	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-08-05</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> DUSENBURY, Debbie		<b>Buyer Id - Id de l'acheteur</b> pr737
<b>Telephone No. - N° de téléphone</b> (819) 955-1137 ( )		<b>FAX No. - N° de FAX</b> (613) 943-7970
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> STATISTICS CANADA B1W21 170 TUNNEYS PASTURE OTTAWA Ontario K1A0T6 Canada		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

# **TABLE OF CONTENTS**

## **PART 1 - GENERAL INFORMATION**

- 1.1 SECURITY REQUIREMENT
- 1.2 STATEMENT OF REQUIREMENT
- 1.3 DEBRIEFINGS
- 1.4 EPOST CONNECT SERVICE

## **PART 2 - BIDDER INSTRUCTIONS**

- 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS
- 2.2 SUBMISSION OF BIDS
- 2.3 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD
- 2.4 ENQUIRIES - BID SOLICITATION
- 2.5 APPLICABLE LAWS
- 2.6 SAMPLES

## **PART 3 - BID PREPARATION INSTRUCTIONS**

- 3.1 BID PREPARATION INSTRUCTIONS
- 3.2 SECTION I : TECHNICAL BID
- 3.3 SECTION II: FINANCIAL BID
- 3.4 SECTION III: CERTIFICATIONS
- 3.5 SECTION IV: ADDITIONAL INFORMATION

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

- 4.1 EVALUATION PROCEDURES
- 4.2 BASIS OF SELECTION
- 4.3 CONTRACT FINANCIAL SECURITY
- 4.4 SECURITY DEPOSIT DEFINITION

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

- 5.1 CERTIFICATIONS REQUIRED WITH THE BID
- 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

## **PART 6 - RESULTING CONTRACT CLAUSES**

- 6.1 SECURITY REQUIREMENT
- 6.2 STATEMENT OF REQUIREMENT
- 6.3 STANDARD CLAUSES AND CONDITIONS
- 6.4 TERM OF CONTRACT
- 6.5 AUTHORITIES
- 6.6 PAYMENT
- 6.7 INVOICING INSTRUCTIONS
- 6.8 INSURANCE
- 6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION
- 6.10 APPLICABLE LAWS
- 6.11 PRIORITY OF DOCUMENTS
- 6.12 SACC MANUAL CLAUSES
- 6.13 MATERIALS: CONTRACTOR TOTAL SUPPLY
- 6.14 PLANT CLOSING
- 6.15 PLANT LOCATION
- 6.16 SUBCONTRACTOR(S)
- 6.17 OVERSHIPMENT
- 6.18 PRE-PRODUCTION SAMPLE(S)
- 6.19 FINANCIAL SECURITY

## **LIST OF ANNEXES**

### **ANNEX "A" - STATEMENT OF REQUIREMENT**

- 1. TECHNICAL REQUIREMENT
- 2. ADDRESSES
- 3. DELIVERABLES

### **ANNEX "1" TO PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENTS**

### **ANNEX "B" TECHNICAL PURCHASE DESCRIPTION**

## PART 1 - GENERAL INFORMATION

### 1.1 Security Requirement

There is no security requirement associated with this bid solicitation.

### 1.2 Statement of Requirement

The "Requirement" is detailed under the "Line Item Detail" at Annex "A" of the resulting contract clauses.

### 1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### 1.4 Epost Connect Service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

## PAR 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2020/05/28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2 Submission of Bids

Bids must be submitted electronically only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date and time indicated in the bid solicitation using the epost Connect Service or fax (819-997-9776).

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto: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.

## **2.3 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 15 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## **2.5 Applicable Laws**

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

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

## **2.6 Samples**

There are no samples available for viewing.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 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 must transmit their bid electronically using the epost Connect service or fax (819-997-9776). Paper bid will not be accepted.**

- 3.1.1 Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid, submitted by epost Connect or by fax, 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 the facsimile copy 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 facsimile copy.

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

- 3.1.3 Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

(a) use a numbering system that corresponds to the bid solicitation.

- 3.1.4 In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Bidders should:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content;
- (b) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders; and
- (c) provide details of their policies and practices in relation to the following initiatives, for information purposes only:
- environmentally responsible manufacturing;
  - environmentally responsible waste disposal;
  - waste reduction;
  - packaging;
  - re-use strategies;
  - recycling.

### 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 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 “1” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “1” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

#### 3.3.2 Exchange Rate Fluctuation

[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(s), 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.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

##### **Pre-Award Sample(s) and Supporting Documentation**

As part of the technical evaluation, to confirm a Bidder's capability of meeting the technical requirements, one (1) pre-award sample of the item **and** certificates of compliance must be submitted at time of bid closing at no charge to Canada.

The Samples must be sent to the following address at Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date and time indicated in the bid solicitation: **Bid Receiving Unit / attention: Technical Authority**

The Bidder must ensure that the following information is clearly printed or typed on all pre-award samples or on its packaging:

- a. Solicitation Number;
- b. Name of Bidder; and
- c. Solicitation Closing Date and Time.

##### **The Certificates of Compliance must be sent electronically with the bid to the Bid Receiving Unit. by the date and time indicated in the bid solicitation.**

In addition, Certificates of Compliance is required as defined herein.

- Shell Fabric (the technical information about the fabric from the Mill, **not** the Bidder) - PVC laminated bright filament Nylon 6 or 6,6 or Polyester

Mass: 433.6 g/m<sup>2</sup> (12.7 oz/yd<sup>2</sup>) - total weight.

Yarn Size: 440 D'Tex/48 fil. (400 denier/48 fil.)

Weave: 1 x 1 plain weave

Woven Fabric Count: Warp – 19 cm (49"), Weft -12 cm (30")



- Strap (Handles) - BCF Polypropylene, Webbing, 1.9 mm (1 1/16") thick (the producer of the BCF Polypropylene Webbing)

- Bottom Floating Flap – 3.2mm(1/8") thick, highly purified, medium density, water resistant alpha-cellulose vegetable fibreboard, impregnated with approximately 32% of compounded Neoprene, or equivalent, encased in 1 mm (.04") of vinyl with sonic stitching.

The pre-award sample will be evaluated for quality of workmanship and conformance to specified materials and measurements. (Except for substitutions as indicated below)

The requirement for a pre-award sample and certificates of compliance will not relieve the successful bidder from submitting the sample **and** certificates of compliance as required by the contract terms or from strictly adhering to the technical requirement of this Request for Proposal and any resultant contract.

In the event that a component, (i.e. shell material, slide fastener, hook and loop etc.) is not available to the Bidder in a time frame to manufacture the pre-award sample, the Bidder may use a similar substitute component. Also, the Bidder must include a letter explaining the substitution submitted with the pre-award sample, together with a statement that, should the Bidder be awarded the contract, all materials will be strictly in accordance with the technical requirement.

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

The Bidder must ensure that the required pre-award sample(s) is/are manufactured in accordance with the technical requirement and is/are fully representative of the bid submitted. Rejection of the pre-award sample(s) will result in the bid being declared non-responsive.

A Certificate of Compliance is a written statement from the Bidder guaranteeing the full compliance of the portions of the specification referenced in the Pre-Award Sample and Supporting Documentation clause. The documents must be on official company stationery; it must be dated within six months of the Request for Proposal posting date; it must make reference to the applicable specification and have the original signature of the company's designated representative. Canada reserves the right to verify the statements made in the Certificate of Compliance. Full test results, demonstrating the product's compliance, will be accepted in lieu of a Certificate of Compliance.

#### **4.1.1.2 Equivalent Products**

1. Products that are equivalent in form, fit, function and quality to the items specified in the bid solicitation will be considered where the Bidder:
  - a) designates the brand name, model and/or part number of the substitute product;
  - b) states that the substitute product is fully interchangeable with the item specified;
  - c) provides complete specifications and descriptive literature for each substitute product;
  - d) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
  - e) clearly identifies those areas in the specifications and descriptive literature that support
  - f) the substitute product's compliance with any mandatory performance criteria.

2. Products offered as equivalent in form, fit, function and quality will not be considered if:
  - a) the bid fails to provide all the information requested to allow the Contracting Authority to
    - i. fully evaluate the equivalency of each substitute product; or
  - b) the substitute product fails to meet or exceed the mandatory performance criteria
    - i. specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.  
(Derived from - Provenant de: B3000T)

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

The Bidder must submit firm unit price(s) in Canadian dollars, applicable taxes are excluded, DDP (Ottawa, Ontario) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.

##### **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.

The responsive bid with the lowest evaluated aggregate price will be recommended for award of a contract (1 contract only). Evaluation will be established using the firm quantities for the item.

#### **4.3 Contract Financial Security**

1. If this bid is accepted, the Bidder may be required to provide contract financial security, after the bid closing date and within 10 calendar days from receipt of a written request from the Contracting Authority.
  - i. a security deposit as defined in clause "Security Deposit Definition" in the amount of up to ten percent (10%) of the contract price.
2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmatured, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
3. If Canada does not receive the required financial security within the specified period, Canada may, as its discretion, accept another offer, issue a new bid solicitation, award a contract or reject all the bids.

(Derived from - Provenant de: E0007C)

#### 4.4 Security Deposit Definition

1. "security deposit" means
  - (a) a bill of exchange that is payable to the Receiver General for Canada, and certified by an approved financial institution or drawn by an approved financial institution on itself; or
  - (b) a Government guaranteed bond; or
  - (c) an irrevocable standby letter of credit, or
  - (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;
2. "approved financial institution" means
  - (a) any corporation or institution that is a member of the Canadian Payments Association;
  - (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
  - (c) a credit union as defined in paragraph 137(6) the *Income Tax Act*;
  - (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by Canadian province or territory; or
  - (e) the Canada Post Corporation.
3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:
  - a. payable to bearer;
  - b. accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the *Domestic Bonds of Canada Regulations*;
  - c. registered in the name of the Receiver General for Canada.
4. "irrevocable standby letter of credit"
  - a. means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
    - (i) will make a payment to or to the order of Canada, as the beneficiary;
    - (ii) will accept and pay bills of exchange drawn by Canada;
    - (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
    - (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
  - (b) must state the face amount which may be drawn against it;
  - (c) must state its expiry date;
  - (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
  - (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
  - (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
  - (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

(Derived from - Provenant de: E0008T)

## 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 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.

#### 5.1.3 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.

### 5.2. Additional Certifications Precedent to Contract Award

#### 5.2.1 Sample(s) and Production Certification

The Bidder certifies that:

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

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

There is no security requirement applicable to the Contract.

### 6.2 Statement of Requirement

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

### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 Delivery Date

##### Delivery Required (Desirable) - Firm Quantity

All firm deliverables are requested complete by 18-November-2020.

##### 6.4.1.1 Shipping Instructions - Delivery at Destination

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

- Delivered Duty Paid (DDP) (Ottawa, Ontario) Incoterms 2000 for shipments from commercial contractor.

##### 6.4.1.2 Packaging - Commercial

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

##### 6.4.1.3 Rejected Goods

If any goods are rejected and are sold to any resale, all markings and insignia must be removed before being turned over to the purchaser.

##### 6.4.1.4 SACC Manual Clauses

[D2025C](#) 2017/08/17 Wood Packaging Materials  
[D6010C](#) 2007/11/30 Palletization

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Debbie Dusenbury  
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 : 819-955-1137 Facsimile: 613-943-7970  
E-mail address: debbie.dusenbury@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 for this Contract is:

Public Works & Government Services Canada  
Commercial and Consumer Products Directorate (CCPD)  
L'Esplanade Laurier, East Tower 7th Floor  
140 O'Connor, Street, Ottawa, Ontario  
K1A 0R5 Canada  
ATTN.: Clothing Advisory Service \_\_\_\_\_ (to be advised at contract)

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 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 "A" 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.

(*Derived from - Provenant de: C0207C*)

### 6.6.2 SACC Manual Clauses

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

### 6.6.3 Electronic Payment of Invoices – Contract

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);

## 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. The Original and one (1) copy must be forwarded to the following address for certification and payment.

Statistics Canada  
Financial & Administrative Services Div.  
R.H. Coates Bldg., Finance Counter(RHC7A)  
100 Tunney's Pasture Driveway  
Ottawa, Ontario  
K1A 0T6  
E-mail: \_\_\_\_\_ (*to be inserted at contract award*)

- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- c. One (1) copy must be forwarded to Statistics Canada (E-mail :*to be inserted at contract award*)

## 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) Technical Purchase Description including Drawings;
- e) the Contractor's bid dated \_\_\_\_\_, as amended on \_\_\_\_\_ and insert date(s) of clarifications or amendment(s)).

### 6.12 SACC Manual Clauses

<a href="#">C2800C</a>	2013/01/28	Priority Rating
<a href="#">C2801C</a>	2017/08/17	Priority Rating - Canadian-based Contractors
<a href="#">D2000C</a>	2007/11/30	Marking

### 6.13 Materials: Contrator Total Supply

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

### 6.14 Plant Closing

The Contractor's plant closing for Christmas and Summer holidays are as follows. During this time there will be no shipments.

Summer Holiday	FROM _____	TO _____
Christmas Holiday	FROM _____	TO _____

### 6.15 Plant Location

Items will be manufactured at: \_\_\_\_\_



#### 6.16 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.

#### 6.17 Overshipment

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

#### 6.18 Pre-Production Sample(s)

1. The Contractor must provide a pre-production sample of the item (Census Bag), quantity one (1), to the Technical Authority for acceptance within 21 calendar days from date of contract award..
2. If the pre-production sample is rejected, the Contractor must submit a second pre-production samples within \_\_\_\_\_ calendar days of notification of rejection from the Technical Authority.
3. If the pre-production sample is accepted by either full acceptance or conditional acceptance, the Contractor must proceed with production as per the Contract requirements.
4. Rejection by the Technical Authority of the second pre-production sample submitted by the Contractor for failing to meet the contract requirements will be grounds for termination of the Contract for default.
5. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.
6. In addition to providing the pre-production sample, the Contractor must provide Certificates of compliance, as applicable, to the Contracting Authority and Technical Authority, transportation charges prepaid, and without charge to Canada.
7. The pre-production sample submitted by the Contractor will remain the property of Canada.
8. The Technical Authority will notify the Contractor, in writing, of the full acceptance, conditional acceptance, or rejection of the pre-production sample. A copy of this notification will also be provided by the Technical Authority to the Contracting Authority. The notice of the full acceptance or conditional acceptance does not relieve the Contractor from complying with all requirements and conditions of the Contract.

9. The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received a written notification from the Technical Authority that the pre-production sample is fully acceptable or conditionally acceptable. Any production of items before pre-production sample acceptance will be at the sole risk of the Contractor.
10. The pre-production sample may not be required if the Contractor is currently in production. The request for waiver of pre-production sample must be made by the Contractor in writing to the Contracting Authority. The waiving of this requirement will be at the sole discretion of the Technical Authority and will be evidenced through a contract amendment.  
(Derived from - Provenant de: B7011C)

#### **CERTIFICATE OF COMPLIANCE - DEFINITION**

A Certificate of Compliance is a written statement from the Bidder guaranteeing the full compliance of the item offered to the portion of the specification referenced in the Pre-Award Sample and Supporting Documentation clause. The document must be on official company stationery; it must be dated within six months of the Request for Proposal posting date; it must make reference to the applicable specification and have the original signature of the company's designated representative. Canada reserves the right to verify the statements made in the Certificate of Compliance. Full test results, demonstrating the product's compliance, will be accepted in lieu of a Certificate of Compliance.

#### **6.19 Financial Security**

1. Canada may convert the security deposit to the use of Canada if any circumstance exists which would entitle Canada to terminate the Contract for default, but any such conversion will not constitute termination of the Contract.
2. Where Canada so converts the security deposit:
  - (a) the proceeds will be used by Canada to complete the Work according to the conditions of the Contract, to the nearest extent that it is feasible to do so and any balance left will be returned to the Contractor on completion of the warranty period; and
  - (b) if Canada enters into a Contract to have the Work completed, the Contractor will:
    - (i) be considered to have irrevocably abandoned the Work; and
    - (ii) remain liable for the excess cost of completing the Work if the amount of the security deposit is not sufficient for such purpose. "Excess cost" means any amount over and above the amount of the Contract Price remaining unpaid together with the amount of the security deposit.
3. If Canada does not convert the security deposit to the use of Canada before completion of the contract period, Canada will return the security deposit to the Contractor within a reasonable time after such date.
4. If Canada converts the security deposit for reasons other than bankruptcy, the financial security must be reestablished to the level of the amount stated above so that this amount is continued and available until completion of the contract period.  
(Derived from - Provenant de: E0005C)

## **ANNEX "A" - STATEMENT OF REQUIREMENT**

### **1. TECHNICAL REQUIREMENT**

The Contractor is required to provide Canada with Census Bags for Statistics Canada in accordance with the Technical Purchase Description at Annex "B".

The purchase description describes the requirements for the Statistics Canada Census Bag; constructed of either High-Tenacity Nylon or Polyester, securely fabricated to carry census materials and subjected to rough handling in any weather conditions.

The drawings and photos identified by this purchase description number will constitute the standard for any properties not identified in this description. No sealed samples available.

#### **Shell Fabric:**

PVC laminated bright filament Nylon 6 or 6,6 or Polyester

### **2. ADDRESSES**

<b>Destination Address</b>	<b>Invoicing Address</b>
<b>45048</b> Statistics Canada 170 Tunney's Pasture Driveway Shipping & Receiving, Jean-Talon Bldg. (B1W21) Ottawa, Ontario K1A 0T6	<b>45045</b> Statistics Canada Financial & Administrative Services Div. R.H. Coates Bldg., Finance Cuonter(RHC7A) 100 Tunney's Pasture Driveway Ottawa, Ontario K1A 0T6 E-mail: <i>to be advised at contract award</i> <i>(refer to clause 6.7 for Instructions)</i>

### **3. DELIVERABLES**

#### **Firm Quantity**

<b>Item</b>	<b>Description</b>	<b>Firm Quantity</b>	<b>Unit of Issue</b>	<b>Firm Unit Price in CAD, DDP Ottawa, Ontario, Transportation costs included, Applicable taxes extra</b>
<b>1</b>	BAG, Census in accordance with Annex "B".  Shell Fabric: PVC laminated bright filament Nylon 6 or 6,6 or Polyester.  Colour: includes colour combinations between the main body of the bag, the strap and the binding: Black, dark blue, grey/silver.	<b>28,000</b>	Each	\$ _____

Solicitation No. - N° de l'invitation  
45045-190150/000/A  
Client Ref. No. - N° de réf. du client  
45045-190150

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pr.737.45045-19015

Buyer ID - Id de l'acheteur  
pr737

## **ANNEX “1” to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

**( insert if applicable)**

*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).

## **ANNEX "B" - TECHNICAL PURCHASE DESCRIPTION**

### **ITEM: BAG, CENSUS STATISTICS CANADA**

#### **SCOPE:**

This purchase description describes the requirements for the Statistics Canada Census Bag; constructed of either High-Tenacity Nylon or Polyester, securely fabricated to carry census materials and subjected to rough handling in any weather conditions.

The drawings and photos identified by this purchase description number will constitute the standard for any properties not identified in this description. No sealed samples available.

#### **Shell Fabric:**

PVC laminated bright filament Nylon 6 or 6,6 or Polyester

Mass: 433.6 g/m<sup>2</sup> (12.7 oz/yd<sup>2</sup>) - total weight.

Yarn Size: 440 D'Tex/48 fil. (400 denier/48 fil.)

Weave: 1 x 1 plain weave

Woven Fabric Count: Warp – 19 cm (49"), Weft -12 cm (30")

#### **Binding:**

Shell fabric or equivalent. 3.7 cm (1 ½") wide bias cut, finished with 7 mm (1/4") seam allowance.

#### **Straps (Handles):**

BCF Polypropylene, Webbing, 1.9 mm (1 1/16") thick, 3.5 cm (1 3/8") wide, 192.5 cm (76") long.

#### **Thread:**

Bonded Nylon, Type 2, R 70 Tex as per MIL SPEC A-A-59826. Colour black/navy blue and silver grey.

#### **Rivets:**

Two, for securing end of strap: #4, 1 cm (3/8") head, chrome.

#### **Metal Slides:**

Two, for strap length adjustment: 4.5 cm x 2 cm (1 3/4" x 7/8"), chrome.

#### **Strap Diffuser:**

To prevent strap from slipping off shoulder: Injection molded poly vinyl, 14.0 cm long x 5.0 cm (5.5" x 2") wide with round ends.

#### **Hook and Loop Closure (Velcro):**

Loop: (2) 2.0 cm x 5.0 cm (3/4" x 2 1/4") for front of the bag;

Hook: (2) 2.0 cm x 7.6 cm (3/4" x 3") for the inside of the flap.

## **ANNEX "B" - TECHNICAL PURCHASE DESCRIPTION (cont'd)**

### **Bottom floating Flap:**

38cm (15") x 9 cm (3 1/2") x 3.2 mm (1/8") thick, highly purified, medium density, water resistant alpha-cellulose vegetable fibreboard, impregnated with approximately 32% of compounded Neoprene, or equivalent, encased in 1 mm (.04") of vinyl with sonic stitching.

### **Detailed Description:**

#### **Cutting:**

Shell parts of bag must be cut straight grain and from the same dye lot of material.

### **Seaming & Stitching:**

All seams and stitches must be lock-stitched (Type 301). All seams must have a minimum of 2-3 stitches per cm (4-5 per in.). All seams must be securely backstitched at all ends.

### **Shell:**

Bag must be in two sections:

1. Front and Sides
2. Bottom, back, top and flap.

Each section must be made from two layers of shell material.

### **Front & Sides:**

Dimensions: 32 cm long x 61 cm wide (12 1/2" x 24")

### **Bottom, Back, Top & Flap:**

Dimensions: 66 cm long x 41.5 cm wide (26" x 16 3/8").

### **Hook & Loop (Velcro):**

Loop: two pieces must be stitched horizontally on the bag, front (outer layer of fabric only), 6 cm (2 3/8") from the top edge and 14.5 cm (5 3/4") from each side edge.

Hook: two pieces must be stitched vertically on the bag, at the top edge of the flap (inner layer of fabric only), 7.7 cm (3") from each side edge.

### **Webbing:**

One piece of webbing 30,5 cm (12") long must be sewn on the front (outer layer of fabric only), 3.5 cm (1 3/8") from one edge, for the full length of the front piece. The top end of the webbing must pass through the metal slider, and be securely stitched.

A second piece of webbing 162 cm (64") long must be sewn on the front (outer layer of fabric only) 3.5 cm (1 3/8") from the other edge, for the full length of the front piece. The top end must pass through the strap diffuser.

For adjustment: the strap must pass through the metal sliders, and be secured with two metal rivets.

## **ANNEX "B" - TECHNICAL PURCHASE DESCRIPTION (cont'd)**

### **Construction:**

#### **Front & Sides:**

Two pieces of shell fabric (one with loop, and webbing attached as outside), must be placed, wrong sides together, and stitched with two vertical lines of stitching, 10 cm (4") from outside edges, thereby creating the sides of the bag.

#### **Back, Bottom, Top and Flap:**

Two pieces of shell fabric (one with hook as inside) must be placed, wrong sides together, and stitched with three horizontal lines of stitching. The first 12.5 cm (5") from the top, the second 10 cm (4") from the first, the third 12.5 cm (5") from the bottom edge, thereby creating the flap, top and bottom of the bag.

#### **Bottom Floating Flap:**

One side of the floating flap seam must be stitched onto the bottom edge of the back portion.

#### **Binding:**

Binding must be applied to finish 1 cm (3/4") wide, and stitched 2mm gauge.

#### **Joining & Binding:**

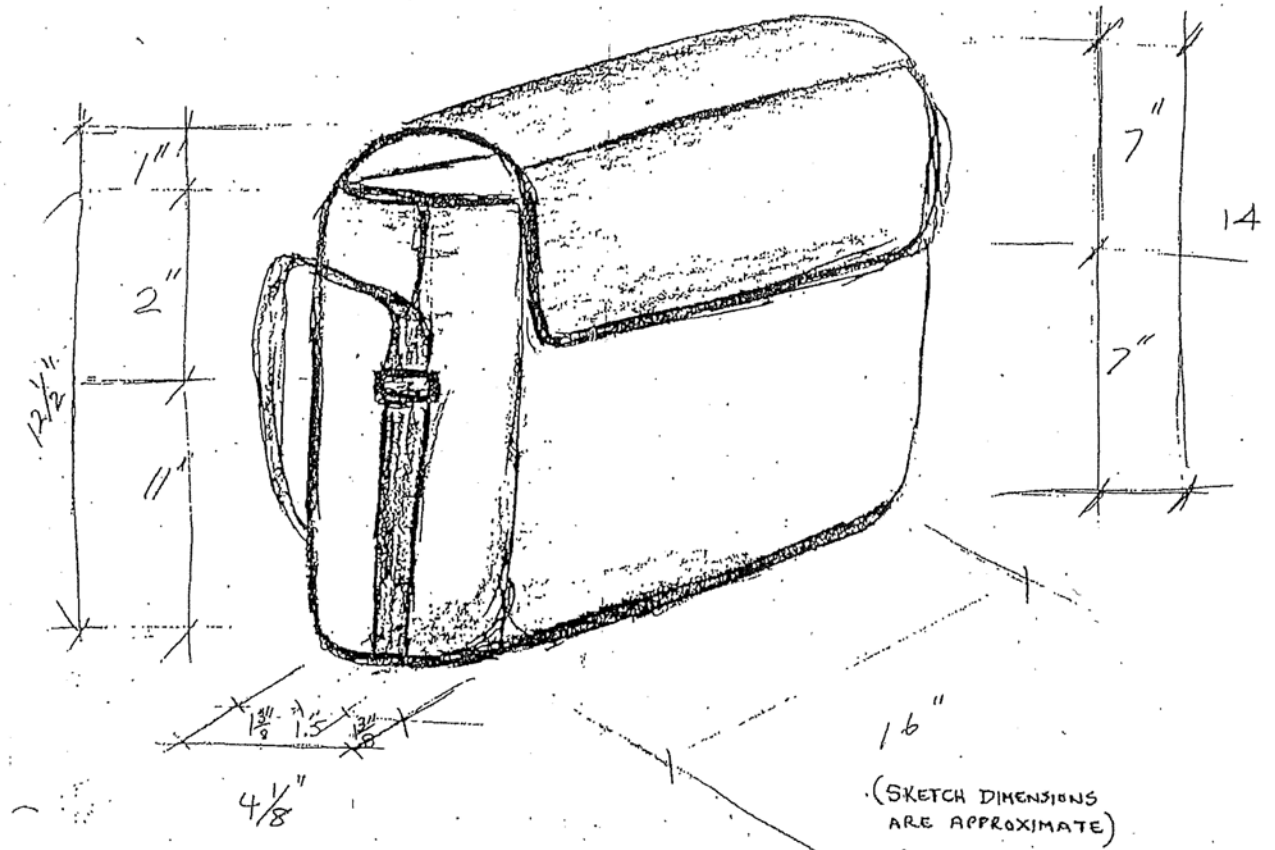
Binding must be applied to the top edge of front section of bag.

The two pieces of bag are joined together at sides and bottom and secured with binding, that is applied around all raw edges of the bag.

### **Colour:**

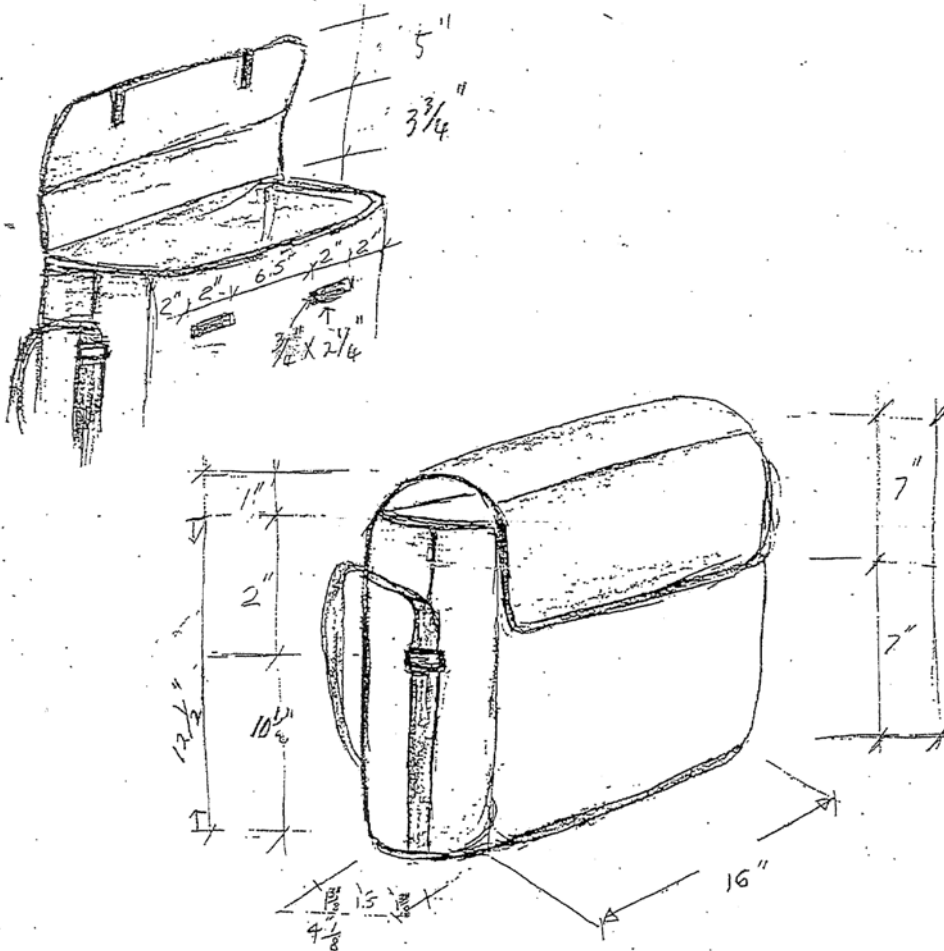
The following are acceptable colours for the required bags. This includes colour combinations between the main body of the bag, the strap and the binding: Black, dark blue, grey/silver.

**ANNEX "B" - TECHNICAL PURCHASE DESCRIPTION (cont'd)**





**ANNEX "B" - TECHNICAL PURCHASE DESCRIPTION (cont'd)**



(SKETCH DIMENSIONS ARE APPROXIMATE)

Solicitation No. - N° de l'invitation  
45045-190150/000/A  
Client Ref. No. - N° de réf. du client  
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Amd. No. - N° de la modif.  
File No. - N° du dossier  
pr.737.45045-19015

Buyer ID - Id de l'acheteur  
pr737

**ANNEX "B" - TECHNICAL PURCHASE DESCRIPTION (cont'd)**

