Title - Suiet



# RETURN BIDS TO:

#### **RETOURNER LES SOUMISSIONS À:**

Attn: Drew Johnson

Email: drew.johnson@canada.ca

# REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To:** Public Health Agency of

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 thereof.

#### Proposition à:

Agence de la santé publique du 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-annexées, au(x) prix indiqué(s).

Instructions : See Herein Instructions: Voir aux présentes

Issuing Office - Bureau de distribution

Public Health Agency of Canada 200, Eglantine Driveway Tunney's Pasture Ottawa Ontario K1A 0K9

Packaging of Face Masks for Arriving T	ravelers at Points of Entry
Solicitation No. – N° de l'invitation	Date
1000222988	July 30 2020
Solicitation Closes at 2 :00PM	Time Zone
L'invitation prend fin à	Fuseau horaire
<b>on / le –</b> August 19, 2020	EDT
F.O.B F.A.B.	
Plant-Usine: Destination: 🛛	Other-Autre:
Address Enquiries to: - Adresser tou	tes questions à :
Name: Drew Johnson	
Email: drew.johnson@canada.ca	
Telephone – téléphone : 613-941-2102	
Destination - of Goods, Services, and	
Destination – des biens, services et d	construction :
See Herein – Voir ici	
Delivery required - Livraison exigée	
See Herein – Voir ici	
Vendor/firm Name and address Raison sociale et adresse du fournis  Facsimile No. – N° de télécopieur : Telephone No. – N° de téléphone :	
Name and title of person authorized	to sign on behalf of
Vendor/firm Nom et titre de la personne autorisée	à signer ou nem du
fournisseur/de l'entrepreneur	e a signer au nom du
(type or print)/ (taper ou écrire en car	actères d'imprimerie)
Signature	Date



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#### **PART 1 - GENERAL INFORMATION**

#### 1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation:
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection:
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, and the Task Authorization Form.

#### 1.2 Summary

1.2.1 The Public Health Agency of Canada (PHAC) is seeking to issue one (1) contract for the packaging of face masks for arriving travelers at points of entry (airports, land borders and other points of entry) for the Office of Border and Travel Health. Requests for services will be issued through Task Authorizations (TA). The work to be performed is detailed under Appendix "A" Statement of Work. The Suppliers are to work at their own facilities. The anticipated contract period is from the Date of Contract Award to March 31, 2021 with three (3) additional four (4) month option periods.

### 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.

#### **PART 2 - BIDDER INSTRUCTIONS**

#### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 calendar days.

#### 2.2 Submission of Bids

Bids must be submitted only to <a href="mailto:drew.johnson@canada.ca">drew.johnson@canada.ca</a> by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

#### 2.3 Former Public Servant

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

#### **Definitions**

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

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d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

### Former Public Servant in Receipt of a Pension

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

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

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

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

#### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

### 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than two (2) 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.



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

#### 3.1 **Bid Preparation Instructions**

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

Section I: Technical Bid – one electronic copy by email; Section II: Financial Bid – one electronic copy by email; Section III: Certifications - one electronic copy by email; and

The maximum file size is 20MB.

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

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

#### 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.

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

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex B - Basis of Payment.

#### Section III: Certifications

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



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

#### 4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

#### 4.1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

#### 4.1.1.2 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4. Point-rated technical criteria not addressed will be given a score of zero.

#### 4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

#### 4.2 Basis of Selection

#### 4.2.1 Lowest Price Per Point

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory technical evaluation criteria; and
  - obtain the required minimum of 12 points overall for the technical evaluation criteria
     which are subject to point rating. The rating is performed on a scale of 28 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The Public Health Agency of Canada intends to issue one (1) contract resulting from this this solicitation. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.



## ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA

### **Mandatory Technical Criteria**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Mandate	ory Technical Criteria (MT)		
	rpose of the mandatory technical criteria sp e of the Bidder and its subcontractors will be		
Number	Mandatory Technical Criterion	Met/Not Met	Cross Reference to pages in Proposal
MT1	The Bidder must demonstrate, by providing a detailed description, their capacity to establish and initiate production of the packaging of mask kits to meet current urgent requirements within at least three (3) weeks of contract award. This includes the set up and testing of automated processes, arrangement to have supplies on site to begin production and proposed contingencies to mitigate risk of delay.  This criterion is evaluated further in R3.		
MT2	The Bidder must demonstrate, by providing a detailed description, their capacity to respond and process requests and prepare orders for shipping of at least 100,000 mask kits for distribution within three (3) week timeline. This includes process from receipt of mask shipment from PHAC to time it takes to have mask individually packaged and bulk packed into boxes ready for shipment.  This criterion is evaluated further in R2.		
MT3	The Bidder must demonstrate, by providing specific details of organizational procedures, their ability to receive and respond to requests up until 7:00pm EST from Monday to Friday and from 10:00am to 6:00pm on Saturdays for urgent requirements.  The Bidder must provide the name and		



C	contact information (email, phone	
n	number, etc.) for such after hours	
re	equests.	

### **Point Rated Technical Criteria**

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Each point rated technical criterion should be addressed separately.

Criteria No:.	Point Rated Technical Criteria	Points	Cross Reference to Page Number of Proposal
R1	The Bidder should demonstrate, by providing a detailed description, their methods for managing ongoing production and reporting.  Points Allocation:  0 points = No description provided. Unable to assess.  2 points for each of the following elements clearly demonstrated within the description for a total of 8 points:  - access to colour printing of instruction sheets;  - uses an automated process for the folding of instruction sheets;  - integrates the packaging of mask and instruction sheets into an automated production system;  - Uses an inventory management system that	/8	
	provides near real time information on production volumes, and status of orders that can exceed reporting requirements.		
R2	The Bidder should demonstrate, by providing a detailed description, their capacity to respond and process requests and prepare orders for shipping. This includes process from receipt of mask shipment from PHAC to time it takes to have mask individually packaged and bulk packed into boxes ready for shipment.	/10	
	Points Allocation:		
	Supplier demonstrates capacity to package 100,000 masks for distribution within 2 week timeline = 5 points		

	Maximum 28 points / Minimum 12 points	/28	
R3	The Bidder should demonstrate, by providing a detailed description, their capacity to establish and initiate production of the packaging of mask kits to meet current urgent requirements. This includes the set up and testing of automated processes, arrangement to have on supplies on site to begin production and proposed contingencies to mitigate risk of delay.  Points Allocation:  Supplier demonstrates capacity to initiate production of the packaging of mask within 2 week timeline = 5 points  Supplier demonstrates capacity to initiate production of the packaging of mask within 1 week timeline = 10 points	/10	
	Supplier demonstrates capacity to package 100,000 masks for distribution within 1 week timeline = 10 points		

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#### 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 Integrity declaration form available on the Forms for the Integrity Regime 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 specified 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 property agreement of the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ciif/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

### PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

#### 6.1 Security Requirements

- 1. At the date of bid closing, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
  - the Bidder's proposed individuals requiring access to classified or protected information,
     assets or sensitive work sites must meet the security requirements as indicated in Part 7
     Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

### 6.2 Insurance Requirements

G1005C (2016-01-28) - Insurance - No Specific Requirement

#### **PART 7 - RESULTING CONTRACT CLAUSES**

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

#### 7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Annex A.

#### 7.1.2 Task Authorization

The Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

#### 7.1.2.1 Task Authorization Process

- 1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization form specified in Annex D.
- The Task Authorization (TA) will contain the details of the activities to be performed, a description
  of the deliverables, and a schedule indicating completion dates for the major activities or
  submission dates for the deliverables. The TA will also include the applicable basis (bases) and
  methods of payment as specified in the Contract.
- 3. The Contractor must provide the Project Authority within one (1) business day of its receipt, confirmation that the work requested can be completed within the required deadline. The Contractor will confirm proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract, within 1 business day.
- 4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

#### 7.1.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$100,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

#### 7.1.2.3 Minimum Work Guarantee - All the Work - Task Authorizations

- 1. In this clause,
  - "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and
  - "Minimum Contract Value" means 5%.
- 2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- 3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.



4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

2035 (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### 7.3 Security Requirements

Unscreened contractors must be escorted:

- 1. Unscreened contractors must be escorted by an employee or Commissionaire at all times when visiting Government of Canada facilities.
- 2. Information which is to be used in the development of the contracted product, as reference material or otherwise made available to the contractor must be unclassified material and considered to be releasable to the public by HC/PHAC and/or The Government of Canada.
- 3. No Protected or Classified information is to be made available to the contractor, used in the production of the contracted product, or produced as a result of this contract.

#### 7.4 Term of Contract

#### 7.4.1 Period of the Contract

The period of the Contract is from the Date of Contract Award to March 31, 2021 inclusive.

#### 7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional four (4) month periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

#### 7.5 Authorities

#### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Drew Johnson

Title: Senior Procurement and Contracting Officer

Telephone: 613-941-2102

E-mail address: <a href="mailto:drew.johnson@canada.ca">drew.johnson@canada.ca</a>



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.

#### 7.5.2 **Project Authority**

The Project Authority for the Contract is:

(To be inserted at contract award)

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

#### 7.5.3 **Contractor's Representative**

(To be inserted at contract award)

#### 7.6 **Proactive Disclosure of Contracts with Former Public Servants**

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

#### 7.7 **Payment**

#### 7.7.1 Basis of Payment - Cost reimbursable - Ceiling price

The Contractor will be paid for the Work performed in accordance with the Basis of payment at Annex B, to a ceiling price of \$ (To be inserted at Contract Award). Customs duties are included and Applicable Taxes are extra.

#### Firm Unit Prices - Task Authorizations 7.7.2

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit prices in accordance with the basis of payment, in Annex B, as specified in the authorized TA. 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

#### 7.8 **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.

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Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;
- b. a copy of the monthly progress report.
- 2. Invoices must be distributed as follows:
  - a. One (1) electronic copy must be forwarded to the Project Authority and to <a href="https://example.com/hc.p2p.east.invoices-factures.est.sc@canada.ca">hc.p2p.east.invoices-factures.est.sc@canada.ca</a> for certification and payment.

#### 7.9 Certifications and Additional Information

#### 7.9.1 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.

### 7.10 Applicable Laws

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

### 7.11 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 <u>2035</u> (2020-05-28), General Conditions Higher Complexity Services
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the signed Task Authorizations (including all of its annexes, if any);
- (f) the Contractor's bid dated , (insert date of bid)

#### 7.12 Insurance - Specific Requirements

G1005C (2016-01-28) – Insurance – No Specific Requirement

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

#### 1. TITLE

Packaging of Face Masks for Arriving Travellers at Points of Entry

#### 2. SCOPE

#### 2.1. Introduction

This contract arranges for the individual packaging of face masks and instructions for use by travellers arriving at Canadian points of entry.

### 2.2. Objectives of the Requirement

The objective of this contract is to prepare individually wrapped mask kits consisting of a face mask and instructions for use by travellers arriving in Canada to help reduce the spread of COVID-19. Due to the unpredictability and the impact of the COVID-19 situation, the demand for mask kits will vary depending of the number of travellers arriving and border measures put in place. Non-medical masks already purchased by PHAC will be supplied to the contractor, along with the electronic PDF of artwork and inserted as part of the packaging process. The contractor will source all packaging material including film, boxes and labels and will be responsible for the printing of the paper insert. Contractor will obtain approval from Project Authority for artwork used if modifications are made to meet packaging requirements.

### 2.3. Background and Specific Scope of the Requirement

The COVID-19 situation calls for a wider, general public dissemination of personal protective equipment such as non-medical mask or face coverings at all points of entry such as land borders across Canada.

#### 3. REQUIREMENTS

#### Tasks, Activities, and Deliverables

The Contractor must perform the following tasks on an "as and when requested" basis:

- 3.1. Provide confirmation of request within 1 business day that the work requested can be completed within the required deadline as per the Task Authorization Process identified
- 3.2. Receive surgical and non-surgical face masks from the Public Health Agency of Canada (PHAC) to be packaged individually into plastic film
- 3.3. Unpack the facemasks in clean environment, and wrap each mask in a letter folded 8.5 x 11 inch 60lb white semi recycled paper. The paper will be colour printed with instruction details on one side facing out to be clearly visible from outside the package (artwork to be provided by PHAC).
- 3.4. Package each mask in 3.5 inch x8.5 inch packaging using 1 mil polypropylene or polyethylene film
- 3.5. Pack mask packages in 20x20x20 inch corrugated boxes (approximately 1,000 per box) and label as per instructions provided by PHAC or designate and make ready for pickup by delivery service as needed. Return unused supplies to Project Authority as directed.
- 3.6. As required, provide status updates to the Project Authority and colleagues.

#### 4. ADDITIONAL INFORMATION

#### 4.1. Contractor's Obligations

a) Unless otherwise specified, the Contractor must use its own equipment and software for the performance of this Statement of Work.

#### 5. **Location of Work, Work site and Delivery Point**

The Work will be conducted at the Contractor's site(s) with distribution in accordance with Project Authority directions.

#### 6. Language of Work

The Contractor shall communicate in English. The products shall be supplied in both of Canada's official languages.

#### ANNEX "B" - BASIS OF PAYMENT

### The Bidder should complete the pricing table below and include it in its financial bid once completed.

The volumetric data included in this pricing table are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing table does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

#### 1.0 Professional Fees

For the provision of the service identified below, the Contractor will be paid a fixed rate as follows:

#### A) Contract Period: Date of Contract Award to March 31, 2021

DESCRIPTION OF SERVICES	RATE	PER
Receive, Unpack, Wrap, and Package Face Masks	\$ Estimated Number of Face Masks Required: 1,000,000	Mask

Cost	of Pro	fession	al Fees:	\$
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### B) Option Period 1: April 1, 2021 to July 31, 2021

DESCRIPTION OF SERVICES	RATE	PER
Receive, Unpack, Wrap, and Package Face Masks	\$ Estimated Number of Face Masks Required: 1,000,000	Mask

#### C) Option Period 2: August 1, 2021 to November 30, 2021

DESCRIPTION OF SERVICES	RATE	PER
Receive, Unpack, Wrap, and Package Face Masks	\$	Mask

	Estimated Number of Face Masks Required: 1,000,000	
Cost of Professional Fees: \$		

# D) Option Period 3: December 1, 2021 to March 31, 2022

DESCRIPTION OF SERVICES	RATE	PER
Receive, Unpack, Wrap, and Package Face Masks	\$ Estimated Number of Face Masks Required: 1,000,000	Mask

Cost of Professional Fees: \$	
E) Total Estimated Cost of Professional Fees (A + B + C + D): \$award)	(insert amount at contract

### **ANNEX "C" - TASK AUTHORIZATION FORM**

Contract Number:				
Task Authorization (TA) No. / PO Number:				
TA Validity Period:	Start:	End:		
Financial Coding:				
Contractor's Name and Address				
Original Authorization				
Total Estimated Cost of Task (GST/HST extra) before any revisions:				
TA Revisions Previously Authorized (as applicable)				
TA Revision No.	Authorized Increase or Decrease (GST/HST extra): \$			
TA Revision No.	Authorized Increase or Decrease (GST/HST extra): \$			
TA Revision No.	Authorized Increase or Decrease (GST/HST extra):			
New TA Revision (as applicable)				
TA Revision No.	Authorized Increase or Deextra):	ecrease (GST/HST		
Total Estimated Cost of Task (GST/HST extra) after this revision:				
Contract Security Requirements (as applicable)				
This task includes security requirements.  X No  □Yes. Refer to the Security Requirements Checklist (SRCL) annex of the Contract.				

Required Work	
SECTION A - Task Description of the Work required	
SECTION B - Applicable Basis of Payment	
SECTION C - Cost Breakdown of Task	
SECTION D - Applicable Method of Payment	
Authorization	
By signing this TA, the Project Authority certifies that the content with the Contract.	nt of this TA is in accordance
Name of Project Authority	
Signature	Date:
Contractor's Signature	
Name and title of individual authorized to sign for the Contractor	
Signature	Date