



**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

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

Title - Sujet Managed Clothing Solution for CBSA	
Solicitation No. - N° de l'invitation 47419-238945/A	Date 2021-05-11
Client Reference No. - N° de référence du client 1000348945	
GETS Reference No. - N° de référence de SEAG PW-\$\$PR-766-80020	
File No. - N° de dossier pr766.47419-238945	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-06-22 Heure Avancée de l'Est HAE	
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: Baker, Johanne	Buyer Id - Id de l'acheteur pr766
Telephone No. - N° de téléphone (613) 854-9253 ()	FAX No. - N° de FAX (613) 943-7970
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 – Voir ci-inclus	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	

TABLE OF CONTENTS

PART 1 – GENERAL INFORMATION	3
1.1 INTRODUCTION	3
1.2 SUMMARY	3
1.4 BID SUBMISSION	4
1.5 DEBRIEFINGS.....	4
1.6 PHASED BID COMPLIANCE PROCESS (PBCP).....	4
PART 2 – BIDDER INSTRUCTIONS.....	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	5
2.2 STANDARD INSTRUCTIONS.....	5
2.3 SUBMISSION OF BIDS.....	5
2.4 ENQUIRIES – BID SOLICITATION.....	5
2.5 APPLICABLE LAWS	6
2.6 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY.....	6
2.7 BID CHALLENGE AND RECOURSE MECHANISMS.....	6
2.8 TECHNICAL REQUIREMENT OF LINE ITEMS AND SEALED SAMPLES.....	6
PART 3 – BID PREPARATION INSTRUCTIONS.....	7
3.1 BID PREPARATION INSTRUCTIONS	7
PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION.....	10
4.1 EVALUATION PROCEDURES	10
4.2 BASIS OF SELECTION.....	14
4.3 SELECTION METHODOLOGY.....	14
4.4 LOWEST RESPONSIVE COST-PER-POINT	14
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION.....	16
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	16
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION.....	16
PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS.....	18
6.1 SECURITY REQUIREMENTS	18
6.2 FINANCIAL CAPABILITY	18
6.3 INSURANCE REQUIREMENTS.....	18
PART 7 - RESULTING CONTRACT CLAUSES	19
7.1 STATEMENT OF WORK.....	19
7.3 STANDARD CLAUSES AND CONDITIONS.....	21
7.4 SECURITY REQUIREMENTS	23
7.5 TERM OF CONTRACT	24
7.6 AUTHORITIES.....	24
7.7 PAYMENT	25
7.7.5 ELECTRONIC PAYMENT OF INVOICES – CONTRACT	27
7.8 INVOICING INSTRUCTIONS	27
7.9 CREDITS.....	27
7.10 SHIPMENT OF GOODS.....	27
7.11 SHIPPING DOCUMENTATION.....	28
7.12 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	28
7.13 APPLICABLE LAWS	29

7.14	PRIORITY OF DOCUMENTS.....	29
7.15	MATERIALS: CONTRACTOR TOTAL SUPPLY	29
7.16	PROCEDURES FOR DESIGN CHANGE/ DEVIATIONS.....	29
7.17	SUB-CONTRACTORS.....	30
7.18	OVERSHIPMENT.....	30
7.19	INSURANCE – SPECIFIC REQUIREMENTS.....	30
7.20	CANADIAN GENERAL STANDARDS BOARD (CGSB) – STANDARDS.....	30
7.21	ETHICAL APPAREL.....	30
7.22	FINANCIAL SECURITY.....	31
7.23	LIQUIDATED DAMAGES	32
7.24	DISPUTE RESOLUTION.....	33
ANNEX “A”	.....	34
	STATEMENT OF WORK.....	34
ANNEX “B”	.....	35
	BASIS OF PAYMENT	35
ANNEX “C”	.....	36
	SECURITY REQUIREMENTS CHECK LIST.....	36
ANNEX “1” TO PART 3 OF THE BID SOLICITATION	.....	37
	ELECTRONIC PAYMENT INSTRUMENTS	37
ANNEX “1” TO PART 5 OF THE BID SOLICITATION	.....	38
	ETHICAL CONSIDERATIONS FOR PROCUREMENT OF APPAREL CERTIFICATION	38
ANNEX “2” TO PART 5 OF THE BID SOLICITATION	.....	39
	FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION	39
ANNEX “D”	.....	40
	CBSA UNIFORM ITEMS SPECIFICATIONS.....	40
ANNEX “E”	.....	41
	INSURANCE REQUIREMENTS	41
ANNEX “F”	.....	42
	TASK AUTHORIZATION FORM PWGSC-TPSGC 572.....	42
ANNEX “G”	.....	43
	SUB-CONTRACTORS LIST	43
ANNEX “H”	.....	44
	EVALUATION CRITERIA	44

*****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, offerors are requested to transmit their offer electronically using the epost Connect service or fax (819-997-9776).*****

PART 1 – GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven (7) 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 (Annex "A") and its appendixes, the Basis of Payment (Annex "B"), the Security Requirements Checklist (Annex "C"), CBSA Uniform Specifications (Annex "D"), the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity – Certification, the Task Authorization Form 572 (Annex "E"), and all other annexes.

1.2 Summary

1.2.1 Background

The Canada Border Services Agency (CBSA) ensures the security and prosperity of Canada by managing the access of people and goods to and from Canada. To carry out their responsibilities, CBSA uniform personnel engaged in the enforcement of program legislation administered or enforced by the CBSA wear protective and defensive equipment when dealing with members of the public or when likely to encounter members of the public. The CBSA have a requirement for a Managed Clothing Solution (MCS).

The MCS will provide end-to-end management of the CBSA supply chain for the provision of uniforms and related accessories, from acquisition and/or manufacturing to inventory management to distribution. The qualified contractor will provide uniform design, professional services, manufacturing or subcontracting, inventory management, inventory tracking, warehousing, ordering, order distribution, ongoing client support, quality assurance, and program data management services.

The MCS will also provide an Online Uniform System (OUS) for use by Authorized Users who will order items for Direct Delivery to the address of their choice.

National deliveries are required and destinations will be specified at time of orders.

1.2.2 Period of the Contract

The contract period will be for an initial period of four (4) years from the date of the contract, with the option to extend the term of the contract by up to two (2) additional two (2) year period under the same terms and conditions.

1.2.3 Security Requirement

There are security requirements associated with this requirement.

For additional information, consult Part 6 – Security, Financial and Insurance Requirements, and other requirements, and Part 7 – Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.3 Federal Contractors Program

The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 – Resulting Contract Clauses and the Annex 2 titled Federal Contractors Program for Employment Equity – Certification.

1.4 Bid Submission

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.

1.5 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.

1.6 Phased Bid Compliance Process (PBCP)

The Phased Bid Compliance Process (PBCP) applies to this requirement.

PART 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- 2.1.1 All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- 2.1.2 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.

2.2 Standard Instructions

- 2.2.1 The 2003 2020-05-28 Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.
- 2.2.2 Subsection 5.4 of 2003, Standard Instructions – Goods or Services – Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 270 days

2.3 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

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-abbidreceivng.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.

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

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 Basis for Canada's Ownership of Intellectual Property

Canada has determined that any intellectual property rights arising from the performance of the work under the resulting contract will belong to Canada, on the following grounds: 6.1 National Security.

2.7 Bid Challenge and Recourse Mechanisms

- a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

2.8 Technical requirement of Line Items and Sealed Samples

CBSA Uniform Specifications Annex "D" are available in PDF format on [BuyandSell.gc.ca](https://buyandsell.gc.ca) (<https://buyandsell.gc.ca/>) as an attachment to this Request for Proposal. As there are many different line items, sealed samples will not be available for viewing during the solicitation period.

PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- 3.1.1 If the Bidder chooses to submit its bid electronically, 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 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 chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (5 hard copies)
Section II: Financial Bid (2 hard copies)
Section III: Certifications (2 hard copies)
Section IV: Additional Information (2 hard copies)

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.

- 3.1.2 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 hard copy of their bid:
- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper; and
 - (b) 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:
- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
 - 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3.2 Section I: Technical Bid

- 3.2.1 In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.
- 3.2.2 The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria at Annex "H" 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.

3.3 Section II: Financial Bid

- 3.3.1 Bidders must submit their financial bid in accordance with the Annex B – Basis of Payment and its Appendix 1 Line Item Unit cost. The total amount of Applicable Taxes must be shown separately.
- 3.3.2 The firm unit costs submitted for the Managed clothing Solution (MCS) Items must not include the Bidder's indirect costs.

3.4 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.

3.5 Exchange Rate Fluctuation

C3011T 2013-11-06, Exchange Rate Fluctuation

3.6 Section III: Certifications

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

3.7 Section IV: Additional Information

3.7.1 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

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

The Company Security Officer must ensure through the **Contract Security Program** that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

3.7.2 Origin of Work (MCS Items)

For each item of clothing listed in Appendix “1” of Annex “B”, Bidders must identify the name(s) of the country or countries where the item is cut (or knit to shape) and sewn, regardless of whether the work is to be performed by the Bidder or one of its subcontractor(s).

The following information must be provided for each item:

MCS Item number: _____
Country: _____

Bidders must add additional lines if there is more than one manufacturer or one country per Item.

**Please use the item list, Origin of work available as an attachment to answer section 3.7.2*

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, financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.
- c) Canada will use the Phased Bid Compliance Process described below;

4.1.1 Phased Bid Compliance Process (PBCP)

4.1.1.1 (2018-07-19) General

- a) Canada is conducting the PBCP described below for this requirement.
- b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).

- e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 (2018-03-13) Phase I: Financial Bid

- a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

- g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 (2018-03-13) Phase II: Technical Bid

- a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

- e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid

- a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 Technical Evaluation

4.1.2.1 Mandatory and Point Rated Technical Criteria

Mandatory requirements and point-rated requirements criteria are set out in Annex "H".

4.1.3 Financial Evaluation

- 4.1.3.1 Bidders must submit a firm unit price for all items listed in Appendix B-1 in accordance with Annex "B".
- 4.1.3.2 The price of the bid will be evaluated in Canadian dollars, Canadian customs duties and excise taxes included and applicable taxes excluded.

4.2 Basis of Selection

- 4.2.1 In consideration of the operational requirement and Canada's desire to achieve an operational capability, a "Lowest Responsive Cost per Point" basis of selection will be employed. With this contractor selection method, the total bid price is divided by the corresponding total points achieved by the bidder for its technical bid. This determines each bidder's cost-per-point. The responsive bid with the lowest cost-per-point will be recommended for award of the contract.

4.2.2 Total Bid Price

- a) The review will be conducted by Public Services and Procurement Canada (PSPC).
- b) For the purpose of establishing a bid price for evaluation purposes only, each of the line items unit cost (LIUC) found in Appendix B1 of Annex "B" will be multiplied by the estimated quantity per year of each item. The resultant total for all LIUC will be multiplied by the offered firm Line Item Mark-up (LIM) to establish the Total Bid Price.
- c) Formula: $(\text{All LIUC} \times \text{Estimated quantity per year}) \times (\text{LIM}) = \text{Total Bid Price}$.
- d) The formula is for evaluation purposes only and the bid evaluation quantities must not be interpreted as a guarantee of actual usage.

4.3 Selection Methodology

To be declared responsive a bid must:

- a) comply with all the requirements of the bid solicitation; and
- b) meet all mandatory technical criteria; and
- c) Obtain the required minimum of 70% overall score as indicated at Annex "G".

Bids not meeting (a), (b) and (c) at the end of the Technical Bid Evaluation will be declared non-responsive, and receive no further consideration.

4.4 Lowest Responsive Cost-per-Point

- 4.4.1 To establish the lowest cost-per-point score, each responsive Total Bid Price will be divided into the total number of weighted points acquired for the Bid. Refer to the Section 4.2.2 herein for more details.

4.4.2 Financial Evaluation:

The total bid price will be determined using the methodology outlined in section 4.2.2.

4.4.3 Calculation – Lowest Responsive Cost-per-Point

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by the lowest responsive cost-per-point

Solicitation No. - N° de l'invitation
47419-238945/PR/001
Client Ref. No. - N° de réf. du client
47419-238945

Amd. No. - N° de la modif.
File No. - N° du dossier
PR766. 47419-238945

Buyer ID - Id de l'acheteur
PR766
CCC No./N° CCC - FMS No./N° VME

NOTE: The weighted points will be rounded up to two (2) decimal places.

	Bidder 1	Bidder 2	Bidder 3
Maximum Technical Score	Maximum 740 points, minimum pass mark of 520		
Overall Technical Score	520	600	650
Total Bid Price as per Section 4.2.2	\$55,000.00	\$50,000.00	\$45,000.00
Lowest-cost-per-point	$550/520 = 1.06$	$500/600 = .83$	$450/650 = .69$
Overall Ranking	3 rd	2 nd	1 st

Bidder 3 will be recommended for contract award.

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](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 Additional Certifications Required with the Bid

5.1.3 Ethical Procurement Certification

The ethical considerations for procurement of apparel certification document attached to this solicitation at Annex "1" Part 5 is incorporated by reference into, and forms a binding part of the bid solicitation. The Bidder must comply with the certification.

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

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

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame 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/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 "2" 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 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

6.1.1 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;
- (b) 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;
- (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 – Resulting Contract Clauses;
- (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 – Section IV Additional Information.

6.1.2 For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Financial Capability

SACC Manual clause [A9033T](#) (2012-07-16) Financial Capability

6.3 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified at section 7.19 Insurance – Specific Requirements.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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 at Annex "A".

7.2 Task Authorization

The Work or a portion of 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.

7.2.1 Task Authorization Process

7.2.1.1 Step 1 – Description of the Task

Prior to issuing a Task Authorization, the Project Authority must notify the Contractor in writing of a task requirement. The Project Authority and the Contractor must agree on the following aspects, as applicable, of all tasks prior to issuance of a Task Authorization:

- a) detailed description of the task to be performed, with reference to the Statement of Work;
- b) priority;
- c) expenditure limitation for the performance of the work;
- d) total estimated cost for performing the task which must be computed in accordance with the Annex "B" – Basis of Payment with price support and price breakdown including a breakdown by category of resource;
- e) an estimate or an actual number of person-hours of effort required, per category;
- f) schedule indicating completion dates for the activities or delivery dates for the deliverables;
- g) timeframe by which the proposal must be accepted by the Project Authority for the Contractor to meet the proposed completion or delivery dates; and
- h) any other supporting details.

7.2.1.2 Step 2 – Price Proposal

Following agreement of the Project Authority and the Contractor on the aspects of the task to be performed, the Contractor will provide a total estimated cost for performing the task and a breakdown of all applicable elements of cost established in accordance with Annex "B" – Basis of Payment, including labor hours by category, travel requirements outlining the number of trips and duration, personnel and other associated travel costs, other direct costs and materiel cost. This price proposal must be provided to the Technical Authority within twenty (20) calendar days following receipt of a notice of a task request.

Any unexpected costs not included in the price proposal must be submitted to the Contracting Authority under a revised price proposal for approval.

7.2.1.3 Step 3 – Task Authorization

- a) If the Contractor's price proposal is approved, the Project Authority will issue a Task Authorization to the Contractor.
- b) The Task Authorization will contain a detailed description of the task(s) to be performed, a description of the deliverable(s), and a schedule indicating completion dates for the activities or delivery dates for the deliverables. The Task Authorization will also include the applicable basis and method of payment as specified in the Contract.
- c) The Contractor must not perform any work until a Task Authorization authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a Task Authorization has been received will be done at the Contractor's own risk.
- d) The Task Authorization must not be amended. Any changes required to a Task Authorization must be authorized by the Project Authority and requires the issuance of a new Task Authorization indicating the task number being amended; the amendment number; and the required amendments.

7.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$25,000.00 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.

7.2.3 Canada's Obligation – Portion of the Work – Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

7.2.4 Periodic Usage Reports – Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

Upon request, the Contractor must submit the data to the Contracting Authority within fifteen (15) calendars days.

Reporting Requirement – Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process.

This record must contain, for each authorized task:

- a) the authorized task number or task revision number(s);
- b) a title or a brief description of each authorized task;

- c) the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- d) the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- e) the start and completion date for each authorized task; and
- f) the active status of each authorized task, as applicable.

For all authorized tasks:

- a) the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- b) the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

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

7.3.1.1 Section 05 (2012-03-02) entitled Conduct of the Work of the 2030, General Conditions – Higher Complexity Goods is amended as follows:

At subsection 2 insert;

- e. select and employ a sufficient number of qualified people;
- f. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and all the requirements of the Contract; and
- g. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

At subsection 5 insert;

- 6. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has conducted himself/herself improperly.
- 7. All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor is required to correct or replace the Work or any part of the Work, it will be at no cost to Canada.
- 8. Canada's facilities, equipment and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to

Canada's facilities, equipment or personnel to perform the Work. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

7.3.1.2 Section 37 (2008-05-12) entitled No bribe of the 2030, General Conditions – Higher Complexity – Goods is hereby deleted in its entirety and replaced with the following:

2030 37 (2008-05-12) No bribe or conflict

1. The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
2. The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.
3. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.
4. If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.

7.3.1.3 2030 (2020-05-28), General Conditions - Higher Complexity - Goods is hereby amended as follows to insert:

2030 46 (2008-05-12) Harassment in the workplace

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the [Policy on Harassment Prevention and Resolution](#), which is also applicable to the Contractor, is available on the Treasury Board Web site.
2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

2030 47 (2012-07-16) Access to information

Records created by the Contractor, and under the control of Canada, are subject to the Access to Information Act. The Contractor acknowledges the responsibilities of Canada under the Access to Information Act and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the Access to Information Act provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the Access to Information Act is guilty of an offence and is liable to imprisonment or a fine, or both.

7.3.2 Supplemental General Conditions

These Supplemental General Conditions are incorporated by reference apply to and form part of the Contract.

4007 (2010-08-16) Canada to own Intellectual Property Rights in Foreground Information

4008 (2008-12-12) Personal Information

7.4 Security Requirements

7.4.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex "C";
 - b) Contract Security Manual (Latest Edition)

7.4.2 Contractor's Sites or Premises Requiring Safeguarding Measures

Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

(to be inserted at contract award)

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

The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level.

7.5 Term of Contract

7.5.1 Period of the Contract

The period of the Contract is from date of Contract to *(to be inserted at contract award)* inclusive.

7.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional period of two (2) year 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 at least sixty (60) calendar days 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.

7.6 Authorities

7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Johanne Baker
Supply Team Leader
Clothing and Textiles Division
Acquisitions Program
Public Services and Procurement Canada
Telephone: 613-854-9253
E-mail address: Johanne.Baker@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.

7.6.2 Project Authority

The Project Authority for the Contract is:

(to be inserted at contract award)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - ____
E-mail address: _____

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.

7.6.3 Technical Authority

(to be inserted at contract award)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - ____
E-mail address: _____

The Technical Authority is the representative of the department or agency 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.

7.6.4 Contractor's Single Point of Contact

(to be inserted at contract award)

Name: _____
Title: _____
Telephone: ____ - ____ - ____
E-mail address: _____

7.7 Payment

7.7.1 Basis of Payment

The Contractor will be paid in accordance with Annex "B". Customs duties are included and Applicable Taxes are extra.

7.7.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed the total estimated value of the Contract. Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75% committed, or
- b) four months before the contract expiry date, or
- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.2.1 Limitation of Expenditure – Task Authorizations (TA)

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with Annex "B", to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.3 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

7.7.4 Multiples Payments

SACC Manual clause [H1001C](#) (2008-05-12) Multiples Payments

7.7.5 Electronic Payment of Invoices – Contract (to be inserted 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)

7.8 Invoicing Instructions

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 and delivered.

Invoices must be distributed as follows:

- a) One (1) copy must be forwarded to the following address :
Canada Border Services Agency
Director Travellers Operational Support
191 Laurier Ave. West 18th Floor
Ottawa, On K1A 0L5
Canada
- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- c) The original and one (1) copy must be forwarded to the consignee for certification and payment.

All invoices must be accompanied by a Detailed Excel Spreadsheet, which lists the invoice number, responsibility center, responsibility center manager (at time of order), order number, order date, first and last name of the employee, item number, NATO Stock Number (NSN) specific (size) number, item description, quantity, unit price, subtotal, taxes, total, shipping address & postal code, province and date of shipment, as well as shipping cost.

7.9 Credits

Credits are included in the pending invoices report sent each month by the Contractor. Credits received for returns (or other reasons) are applied to invoices that have a balance to pay for the same paying unit (this only applies when the balance exceeds the credit amount).

7.10 Shipment of Goods

- a) Ensure that uniform items are provided to the Shipping Provider in a timely manner.
- b) Utilize a shipping method which employs a tracking number system for all orders.
- c) All shipments by the Contractor should use a shipping method which guarantees shipping times which are equivalent to or exceed that of the "Expedited" service level offered by Canada Post.

7.11 Shipping Documentation

i. Additional information required for the packing slip:

- a) Name of the employee who placed the order;
- b) CBSA (or ASFC on French packing slip);
- c) Order number;
- d) Description of the goods and size(s) of each item shipped;
- e) One initial box (for employee to confirm reception);
- f) Return Policy Information;
- g) Messages from CBSA (pre-authorized); and
- h) The total quantity of each item on back-order (or otherwise not shipped) and expected delivery date.

Also required:

ii. One copy of a Return Order Form with the following information:

- a) Name of the employee who placed the order;
- b) Information on how to return items for exchange or refund (to be determined with the CBSA Project authority);
- c) Order number;
- d) Date of shipment;
- e) Item number(s);
- f) Item name(s);
- g) Quantity Returned empty box (or method determined by CBSA Project Authority and Contractor);
- h) Size of replacement item requested;
- i) Quantity of each item ordered;
- j) Size(s) of each item ordered;
- k) Measurements indicated in the employee's profile;
- l) Return Policy Information; and
- m) Empty box for comments.

iii. A pre-paid return order label.

7.12 Certifications and Additional Information

7.12.1 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.

7.12.2 Federal Contractors Program for Employment Equity – Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.12.3 SACC Manual Clauses

SACC Manual clause [D2001C](#) (2007-11-30) Labelling
SACC Manual clause [E0008C](#) (2018-06-21) Security Deposit Definition
SACC Manual clause [A9113C](#) (2014-11-27) Handling of Personal Information
SACC Manual clause [A9122C](#) (2008-05-12) Protection and Security of Data Stored in Databases
SACC Manual clause [A1009C](#) (2008-05-12) Work Site Access

7.13 Applicable Laws

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

7.14 Priority of Documents

If there is a discrepancy between the wordings 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 supplemental general conditions;
4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information
4008 (2008-12-12) Personal Information
- (c) the general conditions; 2030 (2020-05-28), General Conditions - Higher Complexity – Goods
- (d) Annex "A", Statement of Work (including all Appendixes);
- (e) Annex "B", Basis of Payment;
- (f) Annex "C", Security Requirements Check List;
- (g) Annex "E", Insurance Requirements;
- (h) the signed Task Authorizations (including all of its annexes, if any) ;
- (i) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:* ", as clarified on _____ " **or** ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

7.15 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.

7.16 Procedures for Design Change/ Deviations

The Contractor must follow these procedures for any proposed design change/deviation to contract specifications.

The Contractor must complete Part 1 of form PWGSC-TPSGC 9038, Design Change/Deviation, and forward 1 copy to the Project Authority and one (1) copy to the Contracting Authority.

The Contractor will be authorized to proceed upon receipt of the design change/deviation form signed by the Contracting Authority. A contract amendment will be issued to incorporate the design change/deviation in the Contract.

7.17 Sub-Contractors

Pursuant to subsection 06 of the General Conditions 2030 – High Complexity – Goods, the sub-contractors listed in Annex “G” (**to be included at contract**) will be utilized in the performance of the Contract.

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

7.18 Overshipment

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

7.19 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified at Annex “E”. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than “A”. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.20 Canadian General Standards Board (CGSB) – Standards

A copy of the CGSB Standards referred to in the Contract is available and may be purchased from:

Canadian General Standards Board Sales Centre Place du Portage III, 6B1
11 Laurier Street Gatineau, Québec

Telephone: (819) 956-0425 or 1-800-665-CGSB

(Canada only) Fax (819) 956-5740

E-mail: ncr.cgsb-ongc@pwgsc.gc.ca

CGSB Website: <https://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>.

7.21 Ethical Apparel

- a) The ethical procurement certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of the Contract. The Contractor must ensure continuous compliance with the provisions of the ethical procurement certification that was signed during the bidding process throughout the duration of the contract.
- b) The Origin of Work clause incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of the Contract. It is the Contractor's responsibility to ensure continuous accuracy with the origin of work information provided with their bid and must

immediately inform Canada in writing of any and all changes affecting the information provided under the origin of work clause during the entire contract period. The certification is subject to verification by Canada at any given time during the period of the contract. If the certification is found to be untrue Canada may declare a bid non-responsive or may declare a contractor in default, whether made knowingly or unknowingly during the bid evaluation period or during the contract period. The continuing obligation to maintaining this certification is a material obligation of the Contract.

7.22 Financial Security

1. The Contractor must provide the Contracting Authority with financial security within 20 calendar days after the date of contract award. The financial security must be in the form of irrevocable standby Letter of Credit as defined in clause E0008C in the amount of \$ 700,000.00 for the entire contract period, including any extension.
2. If, for any reason, Canada does not receive the security deposit in the amount set out above within the specified period, the Contractor will be in default. Canada may, at its discretion, retain the bid financial security and accept another bid, reject all bids or issue a new bid solicitation.
3. If the security deposit is in the form of government guaranteed bonds with coupons, all coupons that are unmatured at the time the security deposit is provided must be 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.
4. If the security deposit is in the form of a bill of exchange, Canada will deposit the bill of exchange in an open account in the Consolidated Revenue Fund. Bills of exchange that are deposited to the credit of the Consolidated Revenue Fund will bear simple interest, calculated on the basis of the rates which are in effect during the period the deposit is held. These rates are published monthly by the Department of Finance and are set to be equal to the average yield on 90-day Treasury Bills, less 1/8 of 1 percent. Interest will be paid annually or, when the security deposit is returned to the Contractor, if earlier. The Contractor may, however, request Canada to hold and not cash the bill of exchange, in which case no interest will become payable.
5. 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.
6. When 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:
 - c. be considered to have irrevocably abandoned the Work; and
 - d. 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.

7. 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.
8. If Canada converts the security deposit for reasons other than bankruptcy, the financial security must be re-established to the level of the amount stated above so that this amount is continued and available until completion of the contract period.

7.22.1 Security deposit definition

SACC Manual Clause E0008C (2018-06-21), Security deposit definition - Contract.

7.23 Liquidated Damages

1. If the Contractor fails to perform Error Free Order Processing services as specified in the Contract, the Contractor agrees to pay to Canada liquidated damages in the amount of ten percent of the Unit Price (Line Item Unit Cost + Firm Line Item Mark-up) for failing to meet the order specifications as set out in the Statement of Work. The total amount of the liquidated damages for Error Free Order Processing services must not exceed ten percent of the contract price.
2. The Contractor must maintain a record of all return forms for the purpose of Error Free Order Processing services.
3. If the Contractor also fails to perform order processing services within the Order Processing Times as set out in the Contract, the Contractor agrees to pay to Canada liquidated damages in the amount of ten percent of each Uniform Item not meeting Order Processing Times as set out in the Statement of Work. The total amount of the liquidated damages for Order Processing Times must not exceed ten percent of the contract price.
4. The Contractor must calculate the liquidated damages for not meeting the Order Processing Times and the standards for Error Free Processing services and include such calculations in a Service Delivery Report that shall be provided to Canada on a quarterly basis.
5. A credit for the liquidated damages must be applied to the first invoice following the delivery of the Service Delivery Report, as well as the final invoice at the end of the Contract.
6. If the Contractor fails to apply a credit for liquidated damages, or provide a Service Delivery Report, Canada may at any time and at its sole discretion calculate the liquidated damages for failing to meet its obligations for Error Free Order Processing services or Order Processing Times and demand that the proper credits be applied to the following invoice.
7. In addition to the above, Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section.
8. Services provided under the Contract may be subject to liquidated damages for both Error Free Order Processing services and Order Processing Times.
9. Canada and the Contractor agree that the amounts stated above are their best pre-estimate of the loss to Canada in the event of such a failure, and that they are not intended to be, nor are they to be interpreted as, a penalty.

10. Any omission by Canada to enforce this clause regularly or to calculate liquidated damages after the Contractor has failed to do so shall not be construed as a waiver of Canada's rights.

11. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract or at law.

7.24 Dispute Resolution

- a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

Solicitation No. - N° de l'invitation
47419-238945/PR/001
Client Ref. No. - N° de réf. du client
47419-238945

Amd. No. - N° de la modif.
File No. - N° du dossier
PR766. 47419-238945

Buyer ID - Id de l'acheteur
PR766
CCC No./N° CCC - FMS No./N° VME

ANNEX "A"

STATEMENT OF WORK

The statement of work is provided on <https://buyandsell.gc.ca/> as attachment to the solicitation

Solicitation No. - N° de l'invitation
47419-238945/PR/001
Client Ref. No. - N° de réf. du client
47419-238945

Amd. No. - N° de la modif.
File No. - N° du dossier
PR766. 47419-238945

Buyer ID - Id de l'acheteur
PR766
CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

BASIS OF PAYMENT

The Basis of Payment is provided on <https://buyandsell.gc.ca/> as attachment to the solicitation

Solicitation No. - N° de l'invitation
47419-238945/PR/001
Client Ref. No. - N° de réf. du client
47419-238945

Amd. No. - N° de la modif.
File No. - N° du dossier
PR766. 47419-238945

Buyer ID - Id de l'acheteur
PR766
CCC No./N° CCC - FMS No./N° VME

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

The Security requirement Checklist is provided on <https://buyandsell.gc.ca/> as attachment to the solicitation

Solicitation No. - N° de l'invitation
47419-238945/PR/001
Client Ref. No. - N° de réf. du client
47419-238945

Amd. No. - N° de la modif.
File No. - N° du dossier
PR766. 47419-238945

Buyer ID - Id de l'acheteur
PR766
CCC No./N° CCC - FMS No./N° VME

ANNEX "1" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by 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 "1" to PART 5 OF THE BID SOLICITATION
ETHICAL CONSIDERATIONS FOR PROCUREMENT OF APPAREL CERTIFICATION

The Bidder certifies the following:

1. Child labour

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

2. Forced labour

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

3. Abuse and harassment

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

4. Discrimination

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

5. Freedom of association and collective bargaining

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

6. Occupational safety and health

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

7. Fair wages

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

8. Hours of work

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

ANNEX "2" 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 Instructions)

Solicitation No. - N° de l'invitation
47419-238945/PR/001
Client Ref. No. - N° de réf. du client
47419-238945

Amd. No. - N° de la modif.
File No. - N° du dossier
PR766. 47419-238945

Buyer ID - Id de l'acheteur
PR766
CCC No./N° CCC - FMS No./N° VME

ANNEX "D"

CBSA UNIFORM ITEMS SPECIFICATIONS

The CBSA uniform item specifications are provided on <https://buyandsell.gc.ca/> as attachment to the solicitation

ANNEX "E"

INSURANCE REQUIREMENTS

WAREHOUSEMAN'S LEGAL LIABILITY INSURANCE

The Contractor must obtain Warehouseman's Legal Liability Insurance coverage on Government Property, and maintain it in force while under its care, custody or control for storage, in an amount of not less than \$ 1.5 M. The Government's Property must be insured on a replacement cost (new) basis.

Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to Government Property to ensure that claims are properly made and paid.

The following endorsements must be included:

- a) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- b) Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.
- c) Loss Payee: Canada as its interest may appear or it may direct.
- d) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Canadian Border Service Agency and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

Solicitation No. - N° de l'invitation
47419-238945/PR/001
Client Ref. No. - N° de réf. du client
47419-238945

Amd. No. - N° de la modif.
File No. - N° du dossier
PR766. 47419-238945

Buyer ID - Id de l'acheteur
PR766
CCC No./N° CCC - FMS No./N° VME

ANNEX "F"

TASK AUTHORIZATION FORM PWGSC-TPSGC 572

The Task authorization form is provided on <https://buyandsell.gc.ca/> as attachment to the solicitation and is also available at;

<http://publiservice-app.pwgsc.gc.ca/forms/index.cfm?lang=e&listall=no&method=s&field=&type=e&words=572&Submit=Submit>

Solicitation No. - N° de l'invitation
47419-238945/PR/001
Client Ref. No. - N° de réf. du client
47419-238945

Amd. No. - N° de la modif.
File No. - N° du dossier
PR766. 47419-238945

Buyer ID - Id de l'acheteur
PR766
CCC No./N° CCC - FMS No./N° VME

ANNEX "G"

SUB-CONTRACTORS LIST

(to be inserted at contract award)

Solicitation No. - N° de l'invitation
47419-238945/PR/001
Client Ref. No. - N° de réf. du client
47419-238945

Amd. No. - N° de la modif.
File No. - N° du dossier
PR766. 47419-238945

Buyer ID - Id de l'acheteur
PR766
CCC No./N° CCC - FMS No./N° VME

ANNEX "H"

EVALUATION CRITERIA

The evaluation criteria are provided on <https://buyandsell.gc.ca/> as attachment to the solicitation.