



## 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

Gatineau

K1A 0S5

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

### Proposal To: Public Works and Government Services Canada

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

### Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

### Comments - Commentaires

### Vendor/Firm Name and Address

### Raison sociale et adresse du

### fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

PPE Procurement Division/ Division Approvisionnement  
EPI

Place Du Portage → Phase III

11 rue Laurier

Gatineau

Gatineau

K1A 0S5

<b>Title - Sujet</b> Transparent Face Masks Masque transparent	
<b>Solicitation No. - N° de l'invitation</b> 05005-200912/A	<b>Date</b> 2021-02-24
<b>Client Reference No. - N° de référence du client</b> 05005-200912	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$\$A-003-79764	
<b>File No. - N° de dossier</b> aa003.05005-200912	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Standard Time EST <b>on - le 2021-03-03</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Buller(aadiv), Julie	<b>Buyer Id - Id de l'acheteur</b> aa003
<b>Telephone No. - N° de téléphone</b> (613) 618-9923 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

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## PART 1 — GENERAL INFORMATION

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

### 1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

### 1.2 Requirement

Elections Canada has a requirement for supply and delivery of transparent masks to Ottawa, ON, as detailed in Annex A.

The Chief Electoral Officer of Canada (CEOC), an agent of Parliament, exercises general direction and supervision over the conduct of elections and referendums at the federal level. The CEOC heads the Office of the Chief Electoral Officer, commonly known as Elections Canada.

Elections Canada is closely monitoring the COVID-19 pandemic and its evolving impact. As part of its readiness activities, the agency has been developing a new operational plan to deliver an election in the context of a pandemic.

The health and safety of all participants in the electoral process is of paramount importance: this includes electors, thousands of election workers, and candidates and their workers. The production of transparent masks is one of the added measures.

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

### 1.3 Debriefings

Debriefing on the results of the bid solicitation process will not be provided.

### 1.4 National Security Exception

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

The national security exceptions provided for in the trade agreements have been invoked; therefore, this procurement is excluded from all of the obligations of all the trade agreements.

### 1.5 Epost Connect service

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

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

Delete: 60 days

Insert: 120 days

#### 2.1.1 SACC Manual Clauses

SACC Manual clause B1000T (2014-06-26) Condition of Material

### 2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit at the location specified below, by the date, time and indicated on page 1 of the bid solicitation using the epost Connect service or fax (819) 997-9776.

**Note 1:** For bidders submitting using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca) (email address for epost Connect Service)

**Note 2:** 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.

The above address is for the sole purpose of bid submission. No other communications are to be forwarded to this address.

No proposal shall be sent directly to the PWGSC Contracting Authority.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to

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

## 2.4 Applicable Laws

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

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.

## 2.5 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.

# PART 3 - BID PREPARATION INSTRUCTIONS

## 3.1 Bid Preparation Instructions

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

### Section I: Technical Bid

**3.1.1** If the Bidders submits their bid electronically, in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications

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

A Bidder may only submit one bid. There may only be one proposed SKU per line item in Annex B.

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.

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

The technical bid consists of the following:

- (a) **Supporting Technical documentation:** Technical brochures or technical data to demonstrate and a picture of compliancy to the requirement as described in **Annex A**.
- (b) **List of Products:** Bidders ***must*** include a complete product list identifying: the product name; the name of manufacturer/location; the model and part number and Drug Identification Number (DIN). Bidders must also state the point of manufacture and shipping of goods. The bidder is requested to use the form provided in **Annex C**.

## **Section II: Financial Bid**

- a) **Pricing and Delivery:** Bidders must submit their financial bid in accordance with the Basis of Payment including Annex "B" – Basis of Payment.
- b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including additional quantities. The identification of all necessary equipment required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

### **3.1.2 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete **Attachment 1** of Bid Solicitation "Electronic Payment Instruments", to identify which ones are accepted.

If **Attachment 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.

## **Section III: Certifications**

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

### **3.1.3 Origin of work**

Bidders must provide the name, address and country of manufacturers of the Item, including

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subcontractors, to be utilized in the performance of the contract.

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

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

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

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

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

### **3.1.4 Resulting Contract Information**

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

### **3.1.5 Use of Contracts by Provinces and Territories**

- 1) All Provinces and Territories may place separate orders for transparent masks for their purposes.
- 2) The Contractor shall provide and deliver to the Province and Territories the goods described in the Contract, in accordance with the pricing set out in the Contract if and when the Provinces and Territories may request those goods, in accordance with an ordering process which will be established after award of the Contract.
- 3) Quantities ordered by the Province and Territories may vary from those outlined in Annex B and shall be considered separate from the Firm and Optional quantities specified in Annex B – Pricing and Delivery.
- 4) The Contractor understands and agrees that:
- 5) An order from the Provinces and Territories against the Contract will form a contract only when those goods have been requested, provided that the order is made in accordance with the provisions of the Contract.
- 6) Canada's liability is limited to that which arises from the Fixed Quantity and optional quantities made by PSPC only and within the period specified in the Contract;
- 7) Canada is not acting as an agent for the Provinces and Territories nor are the Provinces and Territories a principal of Canada. By issuing an order against the Contract, the Provinces and Territories accepts all responsibilities and liabilities associated with the issuance and management of that order; and,
- 8) The Contractor shall have no claim of any nature whatsoever against Canada arising out of any orders placed by the Province and Territories.
- 9) Ordering process for the Provinces and Territories will be established and refined after the evaluation has been done and contractors have been selected for award.
- 10) Right of First Refusal: During such time as the Government of Canada's emergency measurements relating to its response to the coronavirus disease 2019 (COVID-19) are in effect, Contractor shall, under this Contract, provide Canada with the first right of refusal to procure transparent masks contemplated under this Contract (the "Requirement") on the terms and conditions under this Contract. If the Contractor has remaining supply, or capacity to supply the Product after offering to Canada, Contractor may offer the Product to other organizations (either within or outside of Canada).



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

*Samples **may** be requested to verify the compliancy of proposed products.*

*If samples and/or a rationale is requested, the bidder will be contacted by the Contracting Authority along with further instructions.*

#### 4.1.1 Technical Evaluation

##### Mandatory Technical Evaluation Criteria

The mandatory technical evaluation criteria are:

**TABLE 1:** Bidder Mandatory Capabilities Criteria

M1 - Mandatory Technical Criteria	Reference Page #	Met / Not Met	Comment
<p>(a) <b>List of Products:</b></p> <p>Bidders must include a complete product list identifying: the product name; a detailed description of the product, the part number, the name of manufacturer; the location of the manufacturer, etc.</p> <p>Bidders are requested to use the form provided in Annex C.</p>			
<p>(b) <b>Supporting Technical documentation:</b></p> <p>Bidders must include a technical brochure or technical data of the product to demonstrate compliancy to the requirement as described in Annex A - Requirement.</p>			
<p>(c) <b>Medical Devices Establishment License (MDEL) or Interim Order (IO) authorization:</b></p> <p>Bidders must provide a copy of their MDEL or their IO authorization, all the quality control (QC) and quality assurance (QA) tests, the licenses and available certification documents for this product to be sold in Canada, as a Class 1 medical device.</p>			

<p><b>(d) Delivery Schedule and Supply Capacity:</b></p> <p>Bidders must provide a detailed delivery timeframe for the quantity of items proposed. Bidders could also provide information on their supply capacity for additional quantities. Bidders are requested to use the form provided in Annex B – Table 2.</p> <p>The bidder must demonstrate how problems will be addressed if the delivery timeline is not met.</p>			
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#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Mandatory Financial Criteria

- a. The Bidder must submit firm unit prices in Canadian dollars, applicable taxes are excluded, DDP (Ottawa, ON), transportation costs included, all applicable Customs Duties and Excise taxes included.
- b. The Bidder must submit firm unit pricing for all items and all destinations including optional quantity. The Bidder must submit firm unit pricing for all items including option quantity at no more than two decimal points.

##### 4.1.2.2 SACC MANUAL CLAUSE

A9033T 2012/07/16 Financial Capability

#### 4.2 Basis of Selection

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

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

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

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

This basis of selection does not limit Canada's rights outlined in the 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements.

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**PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

**5.1 Certifications Required with the Bid**

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

Medical Devices Establishment License (MDEL) and/or; Interim Order authorization (IO)

**5.2 Certifications Precedent to Contract Award and Additional Information**

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

**5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real 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 [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.

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**5.2.3 Additional Certifications Precedent to Contract Award****5.2.3.1 Product Conformance**

The Bidder certifies that all goods proposed conform, and will continue to conform throughout the period of the contract, to the requirement detailed under Annex A.

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**Bidder's authorized representative signature**


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**Date**
**5.2.3.2 Diverse (underrepresented) suppliers**

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

"Indigenous business" means an entity which is:

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

or

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

**5.2.3.3 Ethical procurement 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.

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**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.

---

Bidder's authorized representative signature

---

Date

---

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Requirement

Elections Canada has a requirement for supply and delivery of transparent masks to Ottawa, ON, as detailed in Annex A, this is part of Elections Canada's response to the COVID-19 pandemic.

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

#### 6.2.1 Optional Requirement

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

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

[2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract award for a one (1) year period.

#### 6.4.2 Delivery Date

The delivery of the firm quantity must be completed on or before but no later than **March 31, 2021**.

#### 6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex A of the Contract.

#### 6.5 Authorities

##### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Julie Buller  
Title: Procurement Specialist  
Pandemic Response Sector  
Public Works and Government Services Canada  
Government of Canada

Telephone: 613-618-9923

E-mail address: [julie.buller@tpsgc-pwgsc.gc.ca](mailto:julie.buller@tpsgc-pwgsc.gc.ca)

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

##### 6.5.2 Technical Authority (this will be filled out at Contract Award)

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

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

##### 6.5.3 Contractor's Representative *(to be completed by the bidder)*

The telephone number (with extension if applicable) of the person responsible for:

###### General enquiries

Name: \_\_\_\_\_

###### Delivery Follow-up

Name: \_\_\_\_\_

Tel. No. \_\_\_\_\_ ext: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Tel. No. \_\_\_\_\_ ext: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**PBN** (procurement business number) if available:

If you don't already have a PBN, we invite you to create one at the following link:

<https://srisupplier.contractsCanada.gc.ca/index-g.cfm?af=ZnVzZWJldGlubj1yZWdpc3Rlci5pbmRybyZpZD00&lang=eng>

## 6.6 Payment

### 6.6.1 Basis of Payment

#### Initial Requirement

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price, as specified in Annex "B" – Basis of Payment for a cost of \$\_\_\_\_\_ **(to be filled in only at contract award)**. Customs duties are included and Applicable Taxes are extra.

#### Optional Requirements (Purchase – Additional Quantities)

For the option to purchase additional quantities, if Canada exercises its option, Canada will pay the Contractor, firm unit price, as specified in Table "2", Annex "B" – Basis of Payment. Customs duties are included and Applicable Taxes are extra.

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

### 6.6.2 Method of Payment

SACC Manual clause C2000C (2007-11-30) Taxes - Foreign-Based Contractor

SACC Manual clause H1000C (2008-05-12) Single Payment

SACC Manual clause H1001C (2008-05-12) Multiply Payment

### 6.6.3 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International); or
- b. Electronic Data Interchange (EDI).

## 6.7 Invoicing Instructions

**6.7.1** The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices should have the bill of lading number noted on them or be accompanied by a copy of the packing slip(s). Invoices cannot be submitted until all work identified in the invoice is completed.

**6.7.2** Invoices must be distributed as follows:



- 
- (a) The original and one (1) copy must be forwarded to the following email addresses for certification and payment.
- Fawn-Dell Flanagan  
Material Management, OFG  
Elections Canada  
30 Victoria Street  
Gatineau (Quebec) K1A 0M6  
Or by e-mail:  
[gestiondumaterielSGF-materialmanagementSMS@elections.ca](mailto:gestiondumaterielSGF-materialmanagementSMS@elections.ca)
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- (c) To facilitate the payment process, it is important that the Contractor quote the contract number on all the invoices, shipping bills and packing slips. Failure to do so will delay payment and the date used for calculating interest on overdue accounts.  
Invoices must indicate the Contract number, if applicable, the Reference Number, the revision date and show any correction cost breakdown whenever it is applicable.

## **6.8 Certifications and Additional Information**

### **6.8.1 Compliance**

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

### **6.8.2 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.

## **6.9 Applicable Laws**

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

## **6.10 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the Articles of Agreement;
- b) the general conditions 2010A (2020-05-28) General Conditions - Goods (Medium Complexity);
- c) Annex A, Statement of Requirement;
- d) Annex B, Basis of Payment and Delivery;

- e) Annex C, List of Products;  
f) the Contractor's bid dated \_\_\_\_\_.

### 6.11 SACC Manual Clauses

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

SACC Manual clause B7500C (2006-06-16) Excess Goods

SACC Manual clause D2001C (2007-11-30) Labeling

SACC Manual clause D2025C (2017-08-17) Wood Packaging Materials

### 6.12 Subcontractor(s)

All subcontractors must be located within Canada, including all manufacturing facilities/sites. Subcontractors not listed below, may not be utilized without the written permission from Canada.

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

Name of Company: \_\_\_\_\_

Location: \_\_\_\_\_

Value of subcontract: \$ \_\_\_\_\_

Nature of subcontracting work performed: \_\_\_\_\_

### 6.13 Over shipment

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

### 6.14 Shipping Instructions

#### 6.14.1 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) Ottawa, Ontario Incoterms® 2010 for shipments from a commercial contractor.

The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

#### 6.14.2 Packaging

Packaging for the Work must clearly indicate on packing slips and on the outside of outer packages and cartons, as applicable, the following:

- (a) On each package and carton:
- (i) Contractor's Name;
  - (ii) Manufacturer's Brand Name;
  - (iii) Lot number;
  - (iv) Expiry date and/or shelf life.
- (b) On each package, carton, vial, ampoule, bottle, and pre-filled syringe (if applicable) the following:
- (i) Drug Identification Number (DIN) and NATO Stock Number (NSN) (if applicable);
  - (ii) Global Trade Identification Number (GTIN) (if applicable);
  - (iii) Lot Number; and

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(iv) Expiry Date and/or shelf life.

- (c) Identify the carton(s) which contain the packing slip.
- (d) The Contractor must identify partly packed carton(s) and box (es).
- (e) Packaging is to be in accordance with good commercial standards to ensure safe arrival at destination. In addition to the Contract Requirement, the Contractor must ensure that all goods are properly labeled and packaged in compliance with the Biologics and Genetic Therapies Directorate (BGTD) Regulations.
- (f) Over the period of the Contract, the Contractor may offer other packaging options consistent with emerging technology. Canada retains the right to refuse such offerings.

#### **6.15 Use of Contracts by Provinces and territories**

1-All Provinces and Territories may place separate orders for transparent masks for their purposes.

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

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

4-The Contractor understands and agrees that:

- a. An order from the Provinces and Territories against the Contract will form a contract only when those goods have been requested, provided that the order is made in accordance with the provisions of the Contract.
- b. Canada's liability is limited to that which arises from the Fixed Quantity and optional quantities made by PSPC only and within the period specified in the Contract;
- c. Canada is not acting as an agent for the Provinces and Territories nor are the Provinces and Territories a principal of Canada. By issuing an order against the Contract, the Provinces and Territories accepts all responsibilities and liabilities associated with the issuance and management of that order; and,
- d. The Contractor shall have no claim of any nature whatsoever against Canada arising out of any orders placed by the Province and Territories.

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

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

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## **6.16 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".

**ANNEX A – STATEMENT OF REQUIREMENT**

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

**Order must not interfere with current allocation to Frontline Health Care facilities.**

The requirement must include all the following:

**REQUIREMENT**

<b>DESCRIPTION OF DELIVERABLE:</b>	<p>Production of transparent masks with adjustable strap.</p> <p>Transparent mask must cover:</p> <ul style="list-style-type: none"> <li>- in height - from the middle/top of the nose bridge to the underside of the chin</li> <li>- in width - from one cheek to the other, halfway between the base of the ear and edge of the mouth</li> </ul> <p>Transparent mask must be manufactured to be able to contour the perimeter of the face, covering the mouth and nose creating a breathable seal on the entirety of the contour.</p>
<b>QUANTITY:</b>	240,000 individual masks.
<b>OPTIONAL ADDITIONAL QUANTITY:</b>	Up to 50,000 individual masks.
<b>OVER:</b>	<p><b><i>No over / No under</i></b></p> <p>Elections Canada will not pay an invoice for items received in excess of the quantity stipulated in this Contract, nor will it pay the full amount when items are sent in lower quantities than requested. It is the Contractor's responsibility to ensure that items are shipped in the correct quantities.</p>

**TECHNICAL SPECIFICATIONS**

<b>SIZE:</b>	<p>Transparent Mask must have those following dimensions:</p> <p>Height: 4.3" <math>\pm</math> 0.2"</p> <p>Width: 7.35 <math>\pm</math> 0.2"</p> <p>Thickness: 0.7" <math>\pm</math> 0.1"</p>
<b>MATERIAL:</b>	<p>Mask Body: Must have foam or other light weight material and a transparent anti-fog plastic film</p> <p>Straps: Must have tie-on straps or elastic strap with adjuster.</p>
<b>WEIGHT:</b>	Maximum weight of 10 Grams.
<b>CHARACTERISTICS:</b>	<ol style="list-style-type: none"> <li>1. Anti-fog</li> <li>2. Fluid resistant</li> <li>3. Latex-free</li> <li>4. Non-sterile</li> </ol>

5. Intended for single-use only
6. Demonstration that the product will resist the penetration of fluid splatter by using the ASTM F1862 standard (splash resistance/synthetic blood resistance) (>80mmHg)
7. Demonstration of biocompatibility. The material must be:
8. non-cytotoxic (ISO 10993-5)
9. non-sensitizing and non-allergenic (ISO 10993-10)
10. Demonstrate through testing that the carbon dioxide level within the transparent mask does not exceed a threshold limit value (TLV) of 5,000 PPM following extended used > 60 mins
11. Ear loops or if applicable, top strap to be made of elastic material able to support the transparent mask on an adult head with minimal to no slippage
12. If applicable, bottom strap to adjustable with a cord lock, for repeated use, allowing the transparent mask to be pulled against the face.

**LABELLING:**

The labelling must specify the limitations of the product. i.e. not to use in an oxygen deprived area, will not protect against aerosols.

**SAMPLE OF REQUESTED TRANSPARENT MASK:****PROTOTYPE:**

The Contractor must produce the face masks to the same likeness and quality as the prototype that was approved by the Technical Authority. Face masks that are not of similar likeness and quality to the approved prototype will be rejected and returned to the Contractor at no cost to Elections Canada and the Contractor will be required to correct the deficiencies.

**PACKAGING:**

The Contractor must package the boxes of 20 to 30 masks in flat stock boxes with opening on top allowing one mask to be selected at a time. Flat stock boxes are to fit into corrugated boxes with a maximum weight of 35 lbs.

Clearly identify each corrugated sleeve or box in a minimum 20 pt type size as follows:

**Label on Boxes**

**EC 50716 (02/2021)**  
*Transparent Face Masks / Masques transparent*  
*Qty/Qté : xx boxes of / boîtes de 20-30*  
*Lot#*

*Date of Manufacture :*

**NOTE:** Labeling of items going to the Distribution Centre must be exactly as indicated. If not, they will not be accepted.

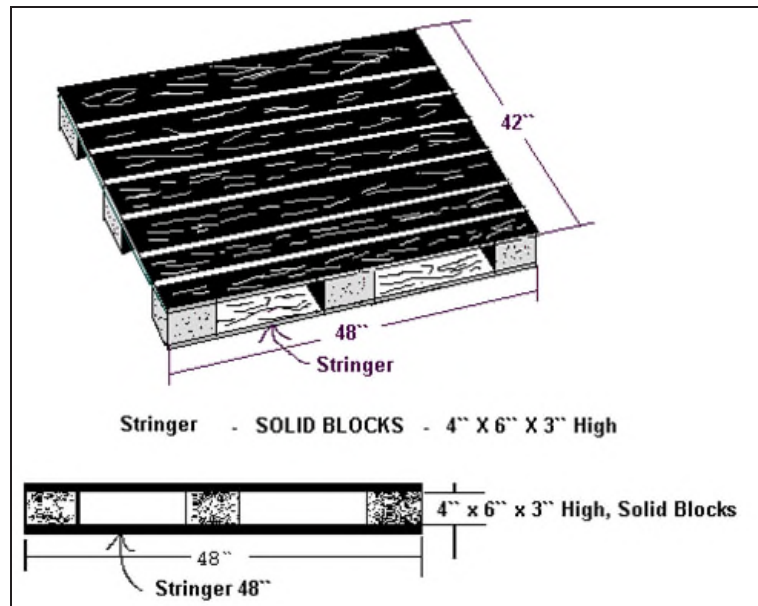
**SHIPPING INSTRUCTIONS:**

Ship on non-returnable shipping skids 48" wide by 42" deep not to exceed 54" high stacking height. The material must be accessible by hand held hydraulic pallet movers.

**ADDITIONAL INFORMATION:**

Wrapping and shipping instructions must be followed to the letter or the Distribution Centre may refuse to accept the shipment.

**SKIDS:**



**DELIVERY LOCATION:**

Elections Canada Distribution Centre  
100-440 Coventry Road,  
Ottawa (Ontario)  
K1K 2Y5

**HOURS OF OPERATION:**

8 a.m. to 12:00 p.m. (noon) / 1:00 p.m. to 4:00 p.m. (Ottawa Time)

**ANNEX B – BASIS OF PAYMENT****(PRICING AND DELIVERY)**

The bidder must indicate which, if not all, items it can provide, the price of each item offered as well as a delivery schedule detailed in Table 2 below in accordance with section **6.6.1 Basis of Payment**.

All products offered by the bidder must comply with the specifications set out in Annex A.

**Table 1 : Bidder's proposal (to be completed):**

ITEM NO.	Firm Quantity (per unit)	DESCRIPTION	UNIT OF MEASURE	# OF UNITS	FIRM UNIT PRICE (CDN)	Extended Price (CDN) (Number of Qtys X Firm Unit Price)
1	240,000	Transparent Masks	BOX	20-30	\$	\$

*\* = Firm unit price in CAD, DDP Transportation costs included, Applicable taxes extra.*

**Delivery Location:**

Elections Canada Distribution Centre  
100-440 Coventry Road,  
Ottawa (Ontario)  
K1K 2Y5  
(See Shipping Instructions – Annex A)



**PROPOSED DELIVERY SCHEDULE**

(This table is only an example. Be sure to add the number of lines according to the number of weeks of delivery. For the delivery date, you must indicate a date or the week of (...)).

*Please indicate your FIRM delivery schedule proposal for each item listed under Table 1.*

**Table 2: Quantities and delivery schedule (the delivery must be delivered by no later than March 31, 2021):**

Estimated Delivery timeframe and quantities for each item that will be addressed									
	Product/Description	Brand	Product No.	Delivery Date Week/Month	Quantities	Total # of Cases	Cases/Pallet	Total # of Pallets	Origin Supply
1									
2									
3									
4									
5									

**OPTIONAL QUANTITIES**

The Contractor grants to Canada the irrevocable option to acquire the goods described under Table 1.1 under the same terms and conditions and at the prices stated in the Contract. The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

The Option can be exercised at Canada's sole discretion. Canada is not obliged to exercise any options to acquire the goods described under Table 1.1 and this Contract does not represent a commitment to purchase such goods from the Contractor.

**Table 1.1: Optional Quantities**

Item No.	Estimate Quantity	Description	Unit of measure (For example, a package, a bottle, etc)	Number of units (For example, how many units are in the proposed package, box, etc)	Firm unit price * (What is the proposed price for the proposed package, box, etc)
1	Up to 50,000	Transparent Masks	Box	20-30	\$ _____

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### ANNEX C - LIST OF PRODUCTS

The Bidder must provide a complete product list identifying: the product name; the name of manufacturer; the model and part number of each component which make up the system. Bidders must also state the point of manufacture and shipping of goods in the following Table in accordance with **Article 4.1.1 (a) – List of Products**.

**Table 2: List of Products:**

Product Name and Description	Model/Part Number	Name of Manufacture	Location (Origin) of Manufacture	Additional Information

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**ANNEX D - COMPLETE LIST OF DIRECTORS**  
**(As per Standard Instructions, Clauses and Conditions Part 2)**

Name	Position
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**ATTACHMENT to PART 3 OF THE BID SOLICITATION**

**ELECTRONIC PAYMENT INSTRUMENTS**

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

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

- ( ) Direct Deposit (Domestic and International);
- ( ) Electronic Data Interchange (EDI);

## ANNEX E - Evaluation Grid

### Stage 1: Technical Evaluation — Bidder Mandatory Capabilities Criteria

Manadatory Criteria	Reference Page #	Met / Not Met	Comment
<b>M1 - Mandatory Technical Criteria</b>			
<p>(a) <b>List of Products:</b></p> <p>Bidders must include a complete product list identifying: the product name; a detailed description of the product, the part number, the name of manufacturer; the location of the manufacturer, etc.</p> <p>Bidders are requested to use the form provided in Annex C.</p>			
<p>(b) <b>Supporting Technical documentation:</b></p> <p>Bidders must include Technical brochure or technical data to demonstrate compliancy to the requirement as described in Annex A – Statement of Requirement.</p>			
<p>(c) <b>Medical Devices Establishment License (MDEL) or Interim Order (IO) authorization:</b></p> <p>Bidders must provide a copy of their MDEL or their IO authorization, all the quality control (QC) and quality assurance (QA) tests, the licenses and available certification documents for this product to be sold in Canada, as a class 1 medical device.</p>			
<p>(d) <b>Delivery Schedule and Supply Capacity:</b></p> <p>Bidders must provide a detailed delivery timeframe for the quantity of items proposed. Bidders could also provide information on their supply capacity for additional quantities. Bidders are requested to use the form provided in Annex B – Table 2.</p> <p>The bidder must demonstrate how problems will be addressed if the delivery timeline is not met.</p>			

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**ATTACHMENT 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)