

**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 0A1 / Noyau 0A1**  
**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**

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|--|--|
| <b>Title - Sujet</b><br>National Flag of Canada(outdoor use)   |  |
| <b>Solicitation No. - N° de l'invitation</b><br>EN463-131330/A   | <b>Date</b><br>2012-09-28  |
| <b>Client Reference No. - N° de référence du client</b><br>20131330  |  |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$\$PR-737-61278   |  |
| <b>File No. - N° de dossier</b><br>pr737.EN463-131330  | <b>CCC No./N° CCC - FMS No./N° VME</b>   |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2012-11-06</b>   | <b>Time Zone</b><br><b>Fuseau horaire</b><br>Eastern Daylight Saving<br>Time EDT |
| <b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes<br><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><br>Dusenbury, Debbie   | <b>Buyer Id - Id de l'acheteur</b><br>pr737                                      |
| <b>Telephone No. - N° de téléphone</b><br>(819) 956-9563 ( )   | <b>FAX No. - N° de FAX</b><br>(819) 956-5454                                     |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA<br>BIRKS BLDG 2ND FL.<br>107 SPARKS ST<br>OTTAWA<br>Ontario<br>K1A0S5<br>Canada |  |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**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  
11 Laurier St./ 11, rue Laurier  
6B1, Place du Portage  
Gatineau, Québec K1A 0S5

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

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Solicitation No. - N° de l'invitation

EN463-131330/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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Client Ref. No. - N° de réf. du client

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## ANNEX "A" -REQUIREMENT

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3. DELIVERABLES
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5. OPTION QUANTITIES

## **PART 1 - GENERAL INFORMATION**

### **1. SECURITY REQUIREMENT**

There is no security requirement associated with the requirement.

### **2. REQUIREMENT**

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

### **3. DEBRIEFINGS**

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### **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>) 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 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications of 2003 referenced above is replaced by:

"Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award."

Canada may, at any time, request that a Bidder provide properly completed and signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications of 2003 referenced above is replaced by:

"The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation."

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

Delete: sixty (60) calendar days

Insert: ninety (90) calendar days

## **2. 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 on page 1 of the bid solicitation.

## **3. 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## **4. APPLICABLE LAWS**

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

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

## **5. SPECIFICATIONS AND STANDARDS**

### **5.1 United States Military Specifications and Standards**

The Bidder is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defense Website, at the following address: <http://dodssp.daps.dla.mil/> .

(Derived from - Provenant de: B4019C)

## 5.2 Canadian General Standards Board (CGSB) - Standards

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

Canadian General Standards Board  
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-tpsgc.gc.ca](mailto:ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca)  
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>  
(Derived from - Provenant de: B4003T)

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

### **1. BID PREPARATION INSTRUCTIONS**

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I - Technical Bid (1 hard copy)

Section II - Financial Bid (1 hard copy)

Section III - Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation;

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 <http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>.

To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or 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) Green Initiatives (for PWGSC information only)

Bidders are requested to provide details of their policies and practices in relation to the following initiatives:

- environmentally responsible manufacturing;
- environmentally responsible waste disposal;
- waste reduction;
- packaging;
- re-use strategies;
- recycling.

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### Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work (reference pre-award sample, Part 4, Evaluation Procedures, 1.1.1 Mandatory Technical Criteria).

### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Harmonized Sales Tax (HST) is to be shown separately, if applicable.

#### 1.1 Exchange Rate Fluctuation

C3011T

2010/01/11

Exchange Rate Fluctuation

### Section III: Certifications

Bidders must submit the certifications required under Part 5.

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

### **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.

### **1.1 TECHNICAL EVALUATION**

#### **1.1.1 MANDATORY TECHNICAL CRITERIA**

##### **PRE-AWARD SAMPLE(S) AND SUPPORTING DOCUMENTATION**

As part of the technical evaluation, to confirm a Bidder's capability of meeting the technical requirements, one (1) pre-award sample of each the following items: **1, 2, 3, 5 and 6** and test results **must be included with the bid**.

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

The Bidder must deliver the required pre-award samples and test results at no charge to Canada and must ensure that they are received **with the bid at time and place of bid closing**. Failure to submit the required pre-award samples and test results within the specified time frame will result in the bid being declared non-responsive. The samples submitted by the Bidder will remain the property of Canada.

Laboratory analysis of the product offered showing complete test results listed hereunder (*in accordance with CAN/CGSB 98.1-2011, Table 2*) of physical properties detailed in the technical requirement must be provided with the pre-award samples; and

|   |
|---|
| - Par 5.2.1 Colour Requirements - CIE colour chromaticity co-ordinates CIELAB Space units   |
| - Par 5.2.1.2 Colour Tolerance: The variation from Chromaticity Co-ordinates and CIELAB Space Units   |
| - Par 5.2.2.2 Colour Tolerance between the Two Faces of the flag  |
| - Colourfastness: in acc/w. Table 2 with exception of colourfastness to Sea Water   |
| - Par 5.5 materials (including par 5.5.1 Flag & 5.5.2 Header): performance property of finished Flag in acc/w. Table 2  |
| - Par 5.6.2 For all flags, the length of the flag, exclusive of header and seams, shall have a minimum breaking strength before weathering of 725 N shall be provided with the pre-award sample of the flag at bid closing. |

Testing must be performed by an independent accredited laboratory establishment and must be in accordance with the test methods detailed in CAN/CGSB 98.1-2011. The laboratory report must be dated after Request for Proposal (RFP) issuance date.

The pre-award samples will be evaluated for quality of workmanship and conformance to specified materials and measurements.

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



**1.2 FINANCIAL EVALUATION****1.2.1 MANDATORY FINANCIAL CRITERIA**

- a. The Bidder must submit firm unit prices in Canadian dollars, HST extra, DDP (Ottawa, Ontario) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.
- b. The Bidder must submit firm unit pricing for all items including options and “as and when requested” quantities.

**1.2.2 SACC MANUAL CLAUSE**

A9033T 2012/07/16 Financial Capability

**2. BASIS OF SELECTION**

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

The responsive bid with the lowest evaluated aggregate price will be recommended for award of a contract (1 contract only). Evaluation will be established using the firm quantities for all items, and 100% of the option quantities and 100% of the “as and when requested” quantities.

**3. CONTRACT FINANCIAL SECURITY**

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

*(Derived from E0007C)*

#### 4. **SECURITY DEPOSIT DEFINITION**

##### 1. "security deposit" means

- (a) a bill of exchange that is payable to the Receiver General for Canada, and certified by an approved financial institution or drawn by an approved financial institution on itself; or
- (b) a Government guaranteed bond; or
- (c) an irrevocable standby letter of credit, or
- (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;

##### 2. "approved financial institution" means

- (a) any corporation or institution that is a member of the Canadian Payments Association;
- (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
- (c) a credit union as defined in paragraph 137(6) the *Income Tax Act*;
- (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by Canadian province or territory; or
- (e) the Canada Post Corporation.

##### 3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:

- (a) payable to bearer;
- (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the *Domestic Bonds of Canada Regulations*;
- (c) registered in the name of the Receiver General for Canada.

##### 4. "irrevocable standby letter of credit"

- (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
  - (i) will make a payment to or to the order of Canada, as the beneficiary;
  - (ii) will accept and pay bills of exchange drawn by Canada;
  - (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
  - (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
- (b) must state the face amount which may be drawn against it;
- (c) must state its expiry date;
- (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
- (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
- (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
- (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

(Derived from E0008T)

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### **1. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD**

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, 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.

#### **1.1 CODE OF CONDUCT CERTIFICATIONS - CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD**

Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and signed Consent Forms (Consent to a Criminal Record Verification - PWGSC-TPSGC 229), for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

#### **1.2 FEDERAL CONTRACTORS PROGRAM - CERTIFICATION FEDERAL CONTRACTORS PROGRAM - \$200,000 OR MORE**

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contract Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, <http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e> to the Labour Branch of HRSDC.

3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the following HRSDC Website:

<http://www.hrsdc.gc.ca/en/labour/equality/fcp/index.shtml>

(Derived from A3030T)

### 1.3 SAMPLES AND PRODUCTION CERTIFICATION

The Bidder certifies that:

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

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

### **1. SECURITY REQUIREMENT**

There is no security requirement associated with the requirement.

### **2. REQUIREMENT**

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

### **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 ( <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp> ) Manual issued by Public Works and Government Services Canada.

### 3.1 General Conditions

2010A (2012/07/16), General Conditions - Goods (Medium complexity) apply to and form part of the Contract.

The text under Subsection 4 of Section 29 - Code of Conduct and Certifications of 2010A referenced above is replaced by:

“During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.”

## 4. TERM OF CONTRACT

### 4.1 Period of the Contract

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

This requirement is for a firm quantity of **811** flags to be delivered at various times throughout the year (schedule detailed herein i.e. the 15th day of the month as specified below:

#### Firm Contract Quantities : 811 Flags

|         |   |
|---------|---|
| Item 1: | 15th of every month (starting January for 15 months) for a quantity of 22 each (plus quantity 10 for the first month) |
| Item 2: | 15th of January and July for a quantity of 10 each  |
| Item 3: | 15th of January and July for a quantity of 138 in January and quantity 137 in July                                    |
| Item 4: | 15th of January, April, July and October for a quantity of 20 each  |
| Item 5: | 15th of January, April, July and October for a quantity of 6 each   |
| Item 6: | 15th of January, April, July and October for a quantity of 18 each  |

#### Delivery Schedule for Option Quantities (Option #1)

|          |  |
|----------|--|
| Item 10: | 15th of every month for a quantity of 22 each (plus quantity 11 for the first month) |
| Item 11: | 15th of April and October for a quantity of 10 each                                  |
| Item 12: | 15th of April and October for a quantity of 115 each                                 |
| Item 13: | 15th of April, July and January for a quantity of 23 each                            |
| Item 14: | 15th of April, July and January for a quantity of 6 each                             |
| Item 15: | 15th of April, July and January for a quantity of 24 each                            |

#### Delivery Schedule for Option Quantities (Option #2)

|          |  |
|----------|--|
| Item 16: | 15th of every month for a quantity of 22 each (plus quantity 11 for the first month) |
| Item 17: | 15th of April and October for a quantity of 10 each                                  |
| Item 18: | 15th of April and October for a quantity of 115 each                                 |
| Item 19: | 15th of April, July and January for a quantity of 23 each                            |
| Item 20: | 15th of April, July and January for a quantity of 6 each                             |
| Item 21: | 15th of April, July and January for a quantity of 24 each                            |

**4.1.1 Shipping Instructions - Delivery at Destination**

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

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

**4.1.2 Packaging - Commercial**

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

**4.1.3 Marking**

The Contractor must ensure that each flags are clearly stamped (next to the size identification) for identification purposes with the following sequential numbering:

|                 |   |
|-----------------|---|
| Items 1,7,10,16 | sequential numbering to be determined by client at contract award i.e. P0001. |
| Items 2,8,11,17 | sequential numbering to be determined by client at contract award i.e. H0001. |
| Items 3,9,12,18 | sequential numbering to be determined by client at contract award i.e. C0001. |

**4.1.4 Rejected Goods**

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

**4.2 SACC Manual Clauses**

D6010C 2007/11/30 Palletization

**5. AUTHORITIES****5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Debbie Dusenbury  
Public Works and Government Services Canada  
Acquisitions Branch  
Commercial and Consumer Products Directorate (CCPD)  
Clothing & Textiles Division  
Place du Portage, Phase III, 6A2  
11 Laurier Street  
Gatineau, Quebec K1A 0S5  
Telephone : 819-956-**9563** Facsimile: 819-956-5454  
E-mail address: debbie.dusenbury@tpsgc-pwgsc.gc.ca

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

**5.2 Technical Authority**

The Technical Authority for this Contract is:

***Technical Authority Mailing/Shipping Address (CAS)***

Public Works & Government Services Canada

Commercial and Consumer Products Directorate (CCPD)

6A2, Phase III,

Place du Portage

11 Laurier Street

Gatineau, Quebec K1A 0S5

ATTN.: Clothing Advisory Service \_\_\_\_\_ (to be advised at contract)

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

**5.3 Contract Delivery Follow-up (CDFU)**

The responsibility for Contract delivery follow-up for this Contract is assigned to:

Public Works and Government Services Canada

Clothing & Textiles Division

6A2, Place du Portage, Phase III

11 Laurier Street

Gatineau, Quebec K1A 0S5

ATTN: Contract Delivery Follow-up - PR Division

TEL: 819-956-3838

FAX: 819-956-5454

**5.4 Contractor's Representative**

The person responsible for :

**General enquiries**

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

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

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

**Delivery follow-up**

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

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

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

**6. PAYMENT****6.1 Basis of Payment - Firm Unit Prices**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex "A" for a cost of \$\_\_\_\_\_ (amount to be inserted at contract award). Customs duties are included and Harmonized Sales Tax is extra, if applicable.

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

*(Derived from - Provenant de: C0207C)*

**6.2 SACC Manual Clauses**

H1001C 2008/05/12 Multiple Payments

**7. INVOICING INSTRUCTIONS**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the consignee for certification and payment.

Public Works and Government Services Canada (PWGSC)  
Operations - Birks Bldg.  
107 Sparks Street  
Ottawa, ON K1A 0S5  
Attn: Michel Lauzon

- (b) One (1) copy must be forwarded to the person responsible for Contract Delivery Follow-up identified under the section entitled "Authorities" of the Contract.

**8. CERTIFICATIONS**

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

**9. APPLICABLE LAWS**

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



**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 (2012/07/16), General Conditions - Goods (Medium Complexity);
- c) Annex "A", Requirement;
- d) Specifications;
- e) the Contractor's bid dated \_\_\_\_\_

**11. 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.

**12. PLANT CLOSING**

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

**Year 2012/2013**

Christmas Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_  
 Summer Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_

**Year 2013/2014**

Christmas Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_  
 Summer Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_

**Year 2014/2015**

Christmas Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_  
 Summer Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_

**Year 2015/2016**

Christmas Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_  
 Summer Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_

**13. PLANT LOCATION**

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

**14. OVERSHIPMENT**

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

**15. PRE-PRODUCTION SAMPLE(S)**

1. The Contractor must provide one pre-production samples of the following items: **1, 2, 3, 5 and 6** to the Technical Authority for acceptance within 21 calendar days from date of contract award.

2. If the first samples are rejected, the Contractor must submit the second samples within 15 calendar days of notification of rejection from the Technical Authority.
3. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.
4. The Contractor must provide the samples, and a copy of the inspection and test reports, to the Technical Authority, transportation charges prepaid, and without charge to Canada. The samples submitted by the Contractor will remain the property of Canada.
5. The Technical Authority will notify the Contractor, in writing, of the conditional acceptance, acceptance or rejection of the samples. A copy of this notification will be provided by the Technical Authority to the Contracting Authority. The notice of conditional acceptance or acceptance does not relieve the Contractor from complying with all requirements of the specifications and all other conditions of the Contract.
6. The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received a written notification from the Technical Authority that the samples are acceptable. Any production of items before sample acceptance will be at the sole risk of the Contractor.
7. Rejection by the Technical Authority of the second samples submitted by the Contractor for failing to meet the contract requirements, will be grounds for termination of the Contract for default.
8. The samples may not be required if the Contractor is currently in production. The request for waiver of samples must be made by the Contractor in writing to the Contracting Authority. The waiving of this requirement will be at the discretion of the Technical Authority and will be evidenced, for contract administration purposes only, through a contract amendment.

*(Derived from - Provenant de: B7011C)*

## **16. SPECIFICATIONS AND STANDARDS**

### **16.1 United States Military Specifications and Standards**

The Contractor is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defense Website, at the following address: <http://dodssp.daps.dla.mil/>.

*(Derived from - Provenant de: B4019C)*

### **16.2 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

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-tpsgc.gc.ca](mailto:ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca)

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

**17. FINANCIAL SECURITY**

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

*(Derived from - Provenant de: E0005C)*

## **ANNEX "A"** **REQUIREMENT**

### **1. TECHNICAL REQUIREMENT**

The Contractor is required to provide Canada for the Parliamentary Precinct Branch of the Department of Public Works and Government Services with the National Flag of Canada in strict accordance with the Canadian General Standards Board (CGSB) specification CAN/CGSB-98.1-2011.

### **2. ADDRESSES**

| <b>Destination Address</b>  | <b>Invoicing Address</b>   |
|---|--|
| Public Works and Government Services Canada<br>Operations - Birks Building; 2nd Floor<br>SS PP UNIT CSU 12<br>107 Sparks Street<br>Ottawa, Ontario K1A 0S5<br>Attn: Michel Lauzon | Public Works and Government Services Canada<br>Operations - Birks Building<br>107 Sparks Street<br>Ottawa, Ontario<br>K1A 0S5<br>Attn: Michel Lauzon |

### **3. DELIVERABLES**

#### **NATIONAL FLAG OF CANADA**

#### **Firm Contract Quantities: 811 Flags**

| <b>Item</b>                 | <b>Size</b>                      | <b>Unit Of Issue</b> | <b>Firm Quantity</b> | <b>Firm Unit Price, DDP to Ottawa, Transportation costs included, HST extra</b> | <b>Extended Total Firm Prices, DDP to Ottawa, Transportation costs included, HST extra</b> |
|-----------------------------|----------------------------------|----------------------|----------------------|---|--|
| <b>1</b>                    | <b>230 x 460 cm</b>              | <b>Each</b>          | <b>340</b>           | \$ _____  | \$ _____   |
| <b>2</b>                    | <b>180 x 360 cm</b>              | <b>Each</b>          | <b>20</b>            | \$ _____  | \$ _____   |
| <b>3</b>                    | <b>135 x 270 cm</b>              | <b>Each</b>          | <b>275</b>           | \$ _____  | \$ _____   |
| <b>4</b>                    | <b>135 x 270 cm</b>              | <b>Each</b>          | <b>80</b>            | \$ _____  | \$ _____   |
| <b>5</b>                    | <b>90 x 180 cm</b>               | <b>Each</b>          | <b>24</b>            | \$ _____  | \$ _____   |
| <b>6</b>                    | <b>90 x 180 cm - Top Grommet</b> | <b>Each</b>          | <b>72</b>            | \$ _____  | \$ _____   |
| <b>Extended total</b>       |                                  |                      |                      |   | \$ _____   |
| <b>HST (13%)</b>            |                                  |                      |                      |   | \$ _____   |
| <b>Total estimated cost</b> |                                  |                      |                      |   | \$ _____   |

#### **Firm Contract Quantities : 811 Flags**

|         |   |
|---------|---|
| Item 1: | 15th of every month (starting January for 15 months) for a quantity of 22 units each month (plus quantity 10 units for the first month) |
| Item 2: | 15th of January and July for a quantity of 10 units each month  |
| Item 3: | 15th of January and July for a quantity of 138 units in January and quantity 137 units in July  |
| Item 4: | 15th of January, April, July and October for a quantity of 20 units each month  |
| Item 5: | 15th of January, April, July and October for a quantity of 6 units each month   |

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

EN463-131330/A

pr737

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

20131330

pr737EN463-131330

|         |  |
|---------|--|
| Item 6: | 15th of January, April, June and October for a quantity of 18 units each month |
|---------|--|

**“As and When Requested” Quantities****Total maximum “As & When Requested” : 30 Flags**

| Item                        | Size         | Unit of Issue | Estimated Quantity | Firm Unit Price, DDP to Ottawa, Transportation costs included, HST extra | Total Extended Firm Prices, DDP to Ottawa, Transportation costs included, HST extra |
|-----------------------------|--------------|---------------|--------------------|--|---|
| 7                           | 230 x 460 cm | Each          | 17                 | \$ _____   | \$ _____  |
| 8                           | 180 x 360 cm | Each          | 2                  | \$ _____   | \$ _____  |
| 9                           | 135 x 270 cm | Each          | 11                 | \$ _____   | \$ _____  |
| <b>Extended total</b>       |              |               |                    |  | \$ _____  |
| <b>HST (13%)</b>            |              |               |                    |  | \$ _____  |
| <b>Total estimated cost</b> |              |               |                    |  | \$ _____  |

**Firm Contract Quantities : 30 Flags**

|         |                                  |
|---------|----------------------------------|
| Item 7: | To be determined in each Call-Up |
| Item 8: | To be determined in each Call-Up |
| Item 9: | To be determined in each Call-Up |

**OPTION 1: Total estimated maximum "Option 1" quantities : 684 Flags**

| Item | Size                    | Unit of Issue | Estimated Maximum Quantity | Firm Unit Price, DDP to Ottawa, Transportation costs included, HST extra |
|------|-------------------------|---------------|----------------------------|--|
| 10   | 230 x 460 cm            | Each          | 275                        | \$ _____   |
| 11   | 180 x 360 cm            | Each          | 20                         | \$ _____   |
| 12   | 135 x 270 cm            | Each          | 230                        | \$ _____   |
| 13   | 135 x 270 cm            | Each          | 69                         | \$ _____   |
| 14   | 90 x 180 cm             | Each          | 18                         | \$ _____   |
| 15   | 90 x 180 cm Top Grommet | Each          | 72                         | \$ _____   |

**Delivery Schedule for Option Quantities (Option #1)**

|          |  |
|----------|--|
| Item 10: | 15th of every month for a quantity of 22 units each month (plus quantity 11 for the first month) |
| Item 11: | 15th of April and October for a quantity of 10 units each month                                  |
| Item 12: | 15th of April and October for a quantity of 115 units each month                                 |
| Item 13: | 15th of April, July and January for a quantity of 23 units each month                            |
| Item 14: | 15th of April, July and January for a quantity of 6 units each month                             |
| Item 15: | 15th of April, July and January for a quantity of 24 units each month                            |

**OPTION 2: Total estimated maximum "Option 2" quantities : 684 Flags**

| Item | Size                    | Unit of Issue | Estimated Maximum Quantity | Firm Unit Price, DDP to Ottawa, Transportation costs included, HST extra |
|------|-------------------------|---------------|----------------------------|--|
| 16   | 230 x 460 cm            | Each          | 275                        | \$ _____   |
| 17   | 180 x 360 cm            | Each          | 20                         | \$ _____   |
| 18   | 135 x 270 cm            | Each          | 230                        | \$ _____   |
| 19   | 135 x 270 cm            | Each          | 69                         | \$ _____   |
| 20   | 90 x 180 cm             | Each          | 18                         | \$ _____   |
| 21   | 90 x 180 cm Top Grommet | Each          | 72                         | \$ _____   |

**Delivery Schedule for Option Quantities (Option #2)**

|          |  |
|----------|--|
| Item 16: | 15th of every month for a quantity of 22 units each month (plus quantity 11 for the first month) |
| Item 17: | 15th of April and October for a quantity of 10 units each month                                  |
| Item 18: | 15th of April and October for a quantity of 115 units each month                                 |
| Item 19: | 15th of April, July and January for a quantity of 23 units each month                            |
| Item 20: | 15th of April, July and January for a quantity of 6 units each month                             |
| Item 21: | 15th of April, July and January for a quantity of 24 units each month                            |

#### 4. "AS AND WHEN REQUESTED" QUANTITIES - Identified as Items 7, 8 and 9

Under this Contract, the Contractor is required to provide certain goods to Canada on an "as and when requested" basis. Except as expressly provided in this Contract, Canada is not obliged to request any such goods under this Contract and this Contract does not represent a commitment to purchase such goods exclusively from the Contractor.

**Public Works and Government Services Canada (Parliamentary Princinet Branch)** may issue orders for "as and when requested" quantities directly to the Contractor detailing the exact quantities of goods being ordered and the delivery date during the effective period and in accordance with the predetermined conditions.

The quantity of "as and when requested" goods specified under items **7, 8 and 9** is only an approximation of requirements.

Order for "as and when requested" quantities will be made on Form 942 or other .

**The period for placing "as and when requested" orders will be from award of contract to March 31, 2016.**

The delivery of the "as and when requested" quantities must be made within 14 calendar days after receipt of the order document.

Deliveries made against orders of the "as and when requested" quantities will be inspected by the Consignee at destination.

##### **Order Limitation**

"As and when requested" orders must not exceed quantity 30 for all three items 7, 8 and 9

"As and when requested" orders must not exceed \$ **officer to insert at contract**

##### **Financial Limitation**

The total cost to Canada resulting from orders of "as and when requested" quantities must not exceed the sum of \$ **officer to insert at contract** (to be established at contract) unless otherwise authorized in writing by the Contracting Authority. The Contractor must not be obligated to perform any work or services or supply any articles in response to orders which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.



**5. OPTION QUANTITIES - Identified as Items 10 through 21**

The Contractor grants to Canada the irrevocable option to acquire the goods described under items 10 through 21 and under the same terms and conditions and at the prices stated in the Contract. The option may only be exercised by the Contracting Authority up to a maximum of 684 “for each Option”), and will be evidenced through a contract amendment.

**Option 1:**

The Contracting Authority may exercise the option between September 1/2013 and December 15/2013 (*for deliveries between April 15/2014 and March 31/2015*) by sending a written notice to the Contractor.

**Option 2:**

The Contracting Authority may exercise the option between September 1/2014 and December 15/2014 (*for deliveries between April 15/2015 and March 31/2016*) by sending a written notice to the Contractor.

**Only one amendment may be issued to exercise each option.**