



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

Title - Sujet NYLON CANADIAN FLAGS	
Solicitation No. - N° de l'invitation B8817-120110/B	Date 2013-11-18
Client Reference No. - N° de référence du client B8817-120110	
GETS Reference No. - N° de référence de SEAG PW-\$\$PR-714-63920	
File No. - N° de dossier pr714.B8817-120110	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-12-19	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Sinka, William	Buyer Id - Id de l'acheteur pr714
Telephone No. - N° de téléphone (819) 956-3511 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF CITIZENSHIP AND IMMIGRATION ATT: ADMINISTRATIVE OFFICER 365 LAURIER AVE W., 19TH FLOOR OTTAWA Ontario K1A1L1 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

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

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Amd. No. - N° de la modif.

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Buyer ID - Id de l'acheteur

pr714

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PART 1 - GENERAL INFORMATION

This bid solicitation cancels and supersedes previous bid solicitation number B8817-120110/A dated 2013-02-26 with a closing of 2013-04-17 at 02:00PM EST.

1. SECURITY REQUIREMENT

There is no security requirement associated with this bid solicitation.

2. STATEMENT OF REQUIREMENT

The Requirement is detailed under Annex A of the resulting contract clauses.

3. DEBRIEFINGS

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days 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 (2013-06-01) 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: sixty (60) calendar days

Insert: one hundred and twenty (120) 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.

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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. SAMPLES

Samples may be viewed by appointment only at the following offices:

Public Works & Government Services Canada
Supply Directorate
6th floor
1550 ave D'Estimauville
Quebec, Que. G1J 0C7
TEL: 418-649-2840 or 418-649-2872
FAX: 418-648-2209
Attention: Solange Labrie (solange.labrie@tpsgc-pwgsc.gc.ca)

Public Works & Government Services Canada
Place Bonaventure, South-East Portal
800 de La Gauchetière Street West, 7th Floor
Montreal, Quebec H5A 1L6
TEL: 514-496-3404
FAX: 514-496-3822
Attention: Viviane Rouhault (viviane.rouhault@tpsgc-pwgsc.gc.ca)

Public Works & Government Services Canada
Suite 480, 33 City Centre Drive
Mississauga, Ont. L5B 2N5
TEL: 905-615-2070
FAX: 905-615-2060
Attention: Rosy Gupta (rosy.gupta@pwgsc-tpsgc.gc.ca)

Public Works & Government Services Canada
Suite 100, 167 Lombard Avenue
P.O. Box 1408
Winnipeg, Manitoba R3C 2Z1
TEL: 204-983-3774
FAX: 204-983-7796
Attention: Bev Laurin (bev.laurin@tpsgc-pwgsc.gc.ca)

Public Works & Government Services Canada
Telus Plaza North
10025 Jasper Avenue, 5th Floor
Edmonton, AB T5J 1S6
TEL: (780) 497-3564
FAX: (780) 497-3510
Attention: Nicole Boucher (wst-pa-edm@tpsgc-pwgsc.gc.ca)

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Public Works & Government Services Canada
Pacific Region, SOSB, Industrial & Commercial Products
219 - 800 Burrard Street
Vancouver, B.C V6Z 0B9
TEL: 604-775-7630
FAX: 604-775-7526
Attention: Linda Harding (linda.harding@pwgsc-tpsgc.gc.ca)

Public Works & Government Services Canada
Suite 1650
635-8th Avenue S.W.
Calgary, Alta. T2P 3M3
TEL: 403-292-5757
FAX: 403-292-4421

Public Works & Government Services Canada
201-1800 11th Avenue
Regina, Sask. S4P 0H8
TEL: 306-780-6980 or 306-780-7394
FAX: 306-780-5601

Public Works & Government Services Canada
910-410 22nd Street East
Saskatoon, Sask. S7K 5T6
TEL: 306-975-4821
FAX: 306-975-5397

Public Works & Government Services Canada
1713 Bedford Row, 5th Floor
Halifax, N.S. B3J 1T3
TEL: 902-496-5076
FAX: 902-496-5016

Public Works & Government Services Canada
10 Barter's Hill
St-John's, Nfld. A1C 5T2
TEL: 709-772-2971
FAX: 709-772-4603

Public Works & Government Services Canada
1045 Main Street, Unit 108
1st Floor, Lobby C
Moncton, N.B.
E1C 1H1
TEL: 506-851-6948
FAX: 506-851-6759

Public Works & Government Services Canada
11 Laurier Street
Place de Portage Phase III
Gatineau, Quebec

K1A 0S5

TEL: 819-956-3511

FAX: 819-956-5454

6. SPECIFICATIONS AND STANDARDS

6.1 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

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

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)

Section IV- Additional Information (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)

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

To assist Canada in reaching its objectives, bidders should:

1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3) 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.

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 Applicable Taxes must be shown separately.

1.1 Exchange Rate Fluctuation

C3011T 2013/11/06 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 AND SUPPORTING DOCUMENTATION

As part of the technical evaluation, to confirm a Bidder's capability of meeting the technical requirements, one (1) pre-award sample of the item, **test results, and certificate of compliance (as specified below) must be included with the bid.**

a. Certificate of Compliance indicating that flag's material is in accordance with the technical specification of 70 denier nylon and of 70gm/m² (2oz/yd²).

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

The Bidder must deliver the required pre-award sample, test results, and certificate of compliance 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 sample, test results, and certificate of compliance within the specified time frame will result in the bid being declared non-responsive. The sample submitted by the Bidder will remain the property of Canada.

Laboratory analysis of the product offered showing test results for specific tests listed hereunder of physical properties detailed in the technical requirement must be provided with the pre-award sample. Testing must be performed by an independent accredited laboratory establishment and must be in accordance with the test methods detailed in the Requirement. The laboratory report and test results must be dated after Request for Proposal posting date.

a. Colour Requirements (par 5.2.1) ASTM E 308

b. Colour Requirements (par 5.2.2) ASTM E 308

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

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

CERTIFICATE OF COMPLIANCE - DEFINITION

A Certificate of Compliance is a written statement from the supplier attesting the full compliance of the product to the specification, or portion of the specification, referenced. This document must be on official company stationery; it must be dated within six months of the Request for Proposal posting date; it must make reference to the applicable specification and have the original signature of the company's designated representative. Canada reserves the right to verify the statements made in the Certificate of Compliance. Full test results, demonstrating the product's compliance, will be accepted in lieu of a Certificate of Compliance.

1.2 FINANCIAL EVALUATION

1.2.1 MANDATORY FINANCIAL CRITERIA

- a. The Bidder must submit firm unit prices in Canadian dollars, applicable taxes are excluded, DDP (Ottawa) Incoterms 2000, 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 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 quantity for the item, 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 unmatured, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
3. If Canada does not receive the required financial security within the specified period, Canada may, as its discretion, accept another offer, issue a new bid solicitation, award a contract or reject all the bids.

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.

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. 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 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. MANDATORY CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD

1.1 CODE OF CONDUCT AND CERTIFICATIONS - RELATED DOCUMENTATION

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 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](http://www.hrsdc.gc.ca/eng/labour/index.shtml)" list (<http://www.hrsdc.gc.ca/eng/labour/index.shtml>) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's website](#).

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.

2. ADDITIONAL 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.

2.1 SAMPLE(S) AND PRODUCTION CERTIFICATION

The Bidder certifies that:

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

() the product for which a Certificate of Compliance and test reports were issued are the same products used in the bid submission, pre-award samples, pre-production samples and production units, as applicable.

3. **ADDITIONAL CERTIFICATIONS REQUIRED WITH THE BID**

Bidders must submit the following duly completed certifications with their bid.

- a. Certificate of Compliance for the flag's material of 70 Denier Nylon is required.

PART 6 - RESULTING CONTRACT CLAUSES

1. **SECURITY REQUIREMENT**

There is no security requirement applicable to this Contract.

2. **STATEMENT OF REQUIREMENT**

The Contractor must provide the items detailed under the "Line Item Detail" and the "Requirement" at Annex A.

3. **STANDARD CLAUSES AND CONDITIONS**

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

3.1 General Conditions

2010A (2013/04/25), General Conditions - Goods (Medium complexity) apply to and form part of the Contract.

4. **TERM OF CONTRACT**

4.1 Delivery Date

Delivery Required (Mandatory) - Firm Quantity

All firm deliverables must be complete by ***March 31st 2014***.

Delivery - Firm Quantity - Phased

The first delivery must be made within _____ calendar days from the date of the written notice of approval of pre-production sample. The quantity delivered must be _____ units. The balance must be delivered at the rate of _____ units weekly after the first delivery until completion of the Contract.

Delivery - Option Quantity

The delivery of the option quantity must commence within _____ calendar days from receipt of the contract amendment and after final delivery of the contract quantity. The quantity delivered must be _____ units. The balance must be shipped at a rate of _____ units weekly after the first delivery until completion of the option quantity.

4.1.1 Shipping Instructions - Delivery at Destination

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

- (a) Delivered Duty Paid (DDP) Ottawa 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.

4.2 SACC Manual Clauses

D6010C 2007/11/30 Palletization

5. AUTHORITIES**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

William Sinka
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 : 819-956-3511 Facsimile: 819-956-5454
E-mail address: william.sinka@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:

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 Contractor's Representative

The person responsible for :

General enquiries

Name: _____
Telephone No.: _____

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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 Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex A. 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.

6.2 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) Citizenship and Immigration Canada
Communications Branch
365 Laurier West, JETS - 19th
Ottawa, ON K1A 1L1

(b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

(c) The original and one (1) copy must be forwarded to the consignee for certification and payment.

8. CERTIFICATIONS

8.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if 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.

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 HRSDC-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 HRSDC will constitute the Contractor in default as per the terms of the Contract.

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 (2013/04/25), General Conditions - Goods (Medium Complexity);
- c) Annex A, Statement of Requirement;
- d) Specifications;
- e) Visual Sample;
- f) Annex C, Federal Contractors Program for Employment Equity - Certification (if applicable);
- g) the Contractor's bid dated _____

11. SACC MANUAL CLAUSES

C2611C 2007/11/30 Customs Duties - Contractor Importer

C2800C 2013/01/28 Priority Rating

12. MATERIALS: CONTRACTOR TOTAL SUPPLY

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

13. PLANT CLOSING

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

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

14. PLANT LOCATION

Items will be manufactured at: _____

15. OVERSHIPMENT

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

16. PRE-PRODUCTION SAMPLE

1. The Contractor must provide a pre-production sample accompanied by the viewing sample if applicable, to the Technical Authority for acceptance within 21 calendar days from date of contract award.
2. If the pre-production sample is rejected, the Contractor must submit a second pre-production samples within 15 calendar days of notification of rejection from the Technical Authority.
3. If the pre-production sample is accepted by either full acceptance or conditional acceptance, the Contractor must proceed with production as per the Contract requirements.

4. Rejection by the Technical Authority of the second pre-production sample submitted by the Contractor for failing to meet the contract requirements will be grounds for termination of the Contract for default.
5. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.
6. The pre-production sample(s) submitted by the Contractor will remain the property of Canada.
7. The Technical Authority will notify the Contractor, in writing, of the full acceptance, conditional acceptance, or rejection of the pre-production sample. A copy of this notification will also be provided by the Technical Authority to the Contracting Authority. The notice of the full acceptance or conditional acceptance does not relieve the Contractor from complying with all requirements and conditions of the Contract.
8. The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received a written notification from the Technical Authority that the pre-production sample is fully acceptable or conditionally acceptable. Any production of items before pre-production sample acceptance will be at the sole risk of the Contractor.
9. The pre-production sample may not be required. The request for waiver of pre-production sample must be made by the Contractor in writing to the Contracting Authority. The waiving of this requirement will be at the sole discretion of the Technical Authority and will be evidenced through a contract amendment.

17. SPECIFICATIONS AND STANDARDS

17.1 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
 CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

18. 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

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(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.

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**ANNEX A
STATEMENT OF REQUIREMENT**

1. TECHNICAL REQUIREMENT

The Contractor is required to provide Canada for Citizenship and Immigration Canada with Nylon Canadian Flags in accordance with the technical specifications in Annex B.

2. ADDRESSES

Destination Address	Invoicing Address
Citizenship & Immigration Canada NDHQ - Communications C/O Gilmore Global 120 Herzberg Road Kanata, Ontario K2K 3B7 1-800-795-6661	Citizenship & Immigration Canada NDHQ - Communications Branch 365 Laurier Ave West JETS- 19th Ottawa, Ontario K1A 1L1

3. DELIVERABLES**CONTRACT QUANTITY****Firm Quantity**

Item	Firm Quantity	Unit of Issue	Firm Unit Price, DDP Ottawa, Freight Cost Included HST extra
1	200,000	Each	

4. OPTION QUANTITY - Identified as Items 2, 3, and 4

The Contractor grants to Canada the irrevocable option to acquire the goods described under item #1 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 for a minimum of 50% up to a maximum of 100% and will be evidenced through a contract amendment.

The Contracting Authority may exercise the options within 48 Months after contract award date by sending a written notice to the Contractor.

Only one amendment may be issued per option.

Option 1

Item	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP Ottawa, Freight Cost Included HST extra
2	100,000 to 200,000	Each	

Option 2

Item	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP Ottawa, Freight Cost Included HST extra
3	100,000 to 200,000	Each	

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Option 3

Item	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP Ottawa, Freight Cost Included HST extra
4	100,000 to 200,000	Each	

5. "AS AND WHEN REQUESTED" QUANTITY - Identified as Item 5

Item	Maximum Estimated Quantity	Unit of Issue	Firm Unit Price, DDP Ottawa, Freight Cost Included HST extra
5	200,000	Each	

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.

CIC 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 item 5 is only an approximation of requirements.

Order for "as and when requested" quantities will be made on Form GC 227 Call-Up Against a Contract.

The period for placing "as and when requested" orders will be 48 months from contract award date.

The delivery of the "as and when requested" quantities must be made within _____ 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 will be for quantities between 20,000 and 200,000 units.

Financial Limitation

The total cost to Canada resulting from orders of "as and when requested" quantities must not exceed the sum of \$ (to be established at contract), applicable taxes extra, 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.

ANNEX B TECHNICAL REQUIREMENT

TECHNICAL REQUIREMENTS:

The flag must meet the following tolerances:

Flag Width: +/- 5mm

Flag Height: +/- 2.5mm

Flag Weight: 70g/m² ± 3%.

Denier: 70D < 75D

Stick Diameter: +/- 0.5mm

Stick Length: +/- 5mm

- The Design of the flag must be as illustrated and described on page 9 (Figure 1) and paragraph 5.1 of the Canadian General Standards Board CAN/CGSB-98.2-2011.
- The Finished Measurement of the flag must be 25.4 cm (10") wide +/- 5mm X 12.7 cm (5 inches) height +/- 2.5mm. The two red border sections of the flag must measure 6.4 cm (2½ inches, x 12.7 cm (5 inches), and the white background section of the flag must measure 12.7 cm (5 inches). x 12.7 cm (5 inches).
- The height of the Maple Leaf from the centre point at the top to the base of the stem must be 10.2 cm (4 inches) and the width at its widest point should be 9.52 cm (3¾ inches).
- There is a white band along the border on the left side of the flag measuring 4.5 cm (or 1 3/4 inch). This white band is to be stitched closed around a plastic stick. Any remaining material must be folded in as a seam allowance.
- The colours of the flag must be as described on page 3 paragraph 5.2 (Table 1 - Colorimetric Requirements) of the Canadian General Standards Board CAN/CGSB-98.2-2011.
- The flag material must be a minimum of 70 denier nylon to a maximum of 75 denier nylon, plain weave.
- The flag material must be 70gm/m² (2oz/yd²) +/-3%.
- The flag has no seam allowance and is over edged with clear thread on three sides. It is mounted on a black plastic stick.
- The stick must be made of plastic, black in colour, and have a solid core. It has a 1cm (3/8 inch) diameter plastic ball at the top and must measure 36.2cm (14.25 inches) +/- 5mm long in total without base. It will have a diameter of 0.64cm (1/4 inch) +/- 0.5mm.
- Two small 3 mm to 5mm (1/8" - 3/32") metal staples (face or visible width) hold the flag on the plastic stick, (stapled one at the top of the flag and one at the bottom of the flag). The staples are to be on the back side as to not be visible from the front / viewing side.
- The flags will bear no marking of origin. Markings may however appear only on packaging or shipping material.
- The flags will be packaged in groups of 100 and secured with an elastic band.