

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 OUTDOOR NATIONAL FLAG OF CANADA | |
| Solicitation No. - N° de l'invitation C1111-130526/A | Date 2013-11-22 |
| Client Reference No. - N° de référence du client C1111-130526 | |
| GETS Reference No. - N° de référence de SEAG PW-\$\$PR-751-63965 | |
| File No. - N° de dossier pr751.C1111-130526 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-01-07 | 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: Doré, Catherine | Buyer Id - Id de l'acheteur pr751 |
| Telephone No. - N° de téléphone (819) 956-1247 () | FAX No. - N° de FAX (819) 956-5454 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes | |

Instructions: See Herein

Instructions: Voir aux présentes

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 |

PART 1 - GENERAL INFORMATION

1. SECURITY REQUIREMENT
2. REQUIREMENT
3. DEBRIEFINGS

PART 2 - BIDDER INSTRUCTIONS

1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS
2. SUBMISSION OF BIDS
3. ENQUIRIES - BID SOLICITATION
4. APPLICABLE LAWS
5. SPECIFICATIONS AND STANDARDS

PART 3 - BID PREPARATION INSTRUCTIONS

1. BID PREPARATION INSTRUCTIONS

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. EVALUATION PROCEDURES
2. BASIS OF SELECTION
3. CONTRACT FINANCIAL SECURITY
4. SECURITY DEPOSIT DEFINITION

PART 5 - CERTIFICATIONS

1. MANDATORY CERTIFICATIONS PRECEDENT TO CONTRACT AWARD
2. ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

PART 6 - RESULTING CONTRACT CLAUSES

1. SECURITY REQUIREMENT
2. REQUIREMENT
3. STANDARD CLAUSES AND CONDITIONS
4. TERM OF CONTRACT
5. AUTHORITIES
6. PAYMENT
7. INVOICING INSTRUCTIONS
8. CERTIFICATIONS
9. APPLICABLE LAWS
10. PRIORITY OF DOCUMENTS
11. MATERIALS: CONTRACTOR TOTAL SUPPL
12. PLANT CLOSING
13. PLANT LOCATION
14. SUBCONTRACTOR(S)
15. OVERSHIPMENT
16. PRODUCTION SAMPLES
17. SPECIFICATIONS AND STANDARDS
18. FINANCIAL SECURITY

LIST OF ANNEXES**ANNEX A - REQUIREMENT**

1. TECHNICAL REQUIREMENT
2. ADDRESSES
3. DELIVERABLES
4. OPTION QUANTITIES

ANNEX B - FEDERAL CONTRATORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

PART 1 - GENERAL INFORMATION**1. SECURITY REQUIREMENT**

There is no security requirement associated with this bid solicitation.

2. REQUIREMENT

The "Requirement" is detailed at 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.

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 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 (2 hard copies)

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) <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 and test results must be included with the bid.

The Bidder must provide with the pre-award sample the original laboratory analysis of the product offered showing complete test results detailed under CAN/CGSB 98.1 - 2011, Table 2, and;

- Par 5.2.1 Colour Requirements - CIE colour chromaticity co-ordinates CIELAB Space units when calculated in accordance with ASTM E308
- 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.

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 and test results must be dated after Request for Proposal posting date.

The Bidder must deliver the required pre-award sample 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 sample and test results 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.

The Bidder must ensure that the required pre-award samples 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 pre-award sample will be evaluated for quality of workmanship and conformance to specified materials and measurements.

The requirement for a pre-award sample and test results will not relieve the successful bidder from submitting samples 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, applicable taxes are excluded, 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.

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 and 100% of the option quantities.

3. CONTRACT FINANCIAL SECURITY

1. If this bid is accepted, the Bidder will 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 unmaturing, 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" 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract, when the Contract is valued at \$1,000,000 and above, Applicable Taxes included.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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 AND PRODUCTION CERTIFICATION

The Bidder certifies that:

() the manufacturer that produced the pre-award sample will remain unchanged for the production

sample(s) and full production of the contract quantity.

() the product for which a test report was issued is the same product used in the bid submission, pre-award sample, production sample(s) or production units, as applicable.

PART 6 - RESULTING CONTRACT CLAUSES

1. SECURITY REQUIREMENT

There is no security requirement applicable to this Contract.

2. REQUIREMENT

The Contractor must provide the items detailed 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

The delivery of the firm quantity is a mandatory element of this requirement and MUST be completed by March 28, 2014.

In order to guarantee the mandatory delivery, the Contractor must submit a contract financial security as specified herein.

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 Delivery - Appointments

The Contractor must make deliveries by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Receiving Unit below. The consignee may refuse shipments when prior arrangements have not been made.

Contact: Pierre Fortin

Tel: 613-740-3333 x6319

Cell: 613-223-6769

4.1.2 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, Ontario Incoterms 2000 for shipments from commercial contractor.

4.1.3 Packaging - Commercial

Packing must be in accordance with standard commercial practice to ensure safe delivery at destination. Each Flag is to be in a plastic (Poly) bag and packed 100 into a cardboard container.

4.1.4 Marking

Each container is to be labelled as follows:

Canadian Heritage
Size of flag:
Type of Flag:
Quantity per box:
Contract #:
Product #:FLA-002-1

4.1.5 Inspection/Quality Control

The inspection/quality control will be performed by a recognized independent accredited laboratory establishment at Canada's expense.

At the beginning of each production (up to four (4) time each year), the Contractor must advise the Project Authority that the production has started. The Project Authority will make all the arrangements with the recognized independent accredited laboratory establishment for the inspection/quality control. The Contractor will be advised of the inspection/quality control date at least two (2) weeks prior to the scheduled date.

The inspection/quality control for the testing requirement will be performed up to four (4) times per year. The visual inspection will be performed before the release of each shipment (up to four (4) time per year).

Assistance for Representative of the Laboratory

The Contractor must provide the representative of the laboratory with the accommodation and facilities required for the proper accomplishment of the inspection/quality control and must provide any assistance required by the representative of the laboratory for evaluation and verification or release of product.

5. AUTHORITIES

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Catherine Doré
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 : 819-956-1247 Facsimile: 819-956-5454
E-mail address: catherine.dore@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 Project Authority

The Project Authority for the Contract is:

Canadian Heritage
State Ceremonial and Protocol Directorate
25 Eddy St.
Gatineau, Quebec
K1A 0M5
Attn: (to be advised at contract)

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

5.3 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.

5.4 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 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

C2000C 2007/11/30 Taxes - Foreign-based Contractor

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 following address for certification and payment :

Canadian Heritage
State Ceremonial and Protocol Directorate
25 Eddy Street
11th floor (25-11-S)
Gatineau, Quebec
K1A 0M5

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

(c) One (1) copy must be forwarded to the consignee.

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, 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 item specified. The delivery stated for the item 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.

| | | |
|-------------------|------------|----------|
| 2013-14 | | |
| Summer Holiday | FROM _____ | TO _____ |
| 2014-15 | | |
| Christmas Holiday | FROM _____ | TO _____ |
| Summer Holiday | FROM _____ | TO _____ |
| 2015-16 | | |
| Christmas Holiday | FROM _____ | TO _____ |
| Summer Holiday | FROM _____ | TO _____ |
| 2016-17 | | |
| Christmas Holiday | FROM _____ | TO _____ |
| Summer Holiday | FROM _____ | TO _____ |
| 2017-18 | | |
| Christmas Holiday | FROM _____ | TO _____ |
| Summer Holiday | FROM _____ | TO _____ |

13. PLANT LOCATION

Items will be manufactured at: _____

14. SUBCONTRACTOR(S)

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

Solicitation No. - N° de l'invitation

C1111-130526/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pr751

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

C1111-130526

pr751C1111-130526

Name of Company: _____

Location: _____

Value of subcontract: \$ _____

Nature of subcontracting work performed: _____

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

15. OVERSHIPMENT

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

16. PRODUCTION SAMPLES

1. If requested by the Technical Authority, the Contractor must take two production samples from the first production run and provide them to the Technical Authority for acceptance within ____ calendar days from the start of the production.
2. Rejection by the Technical Authority of the production samples submitted by the Contractor for failing to meet the contract requirements will be grounds for termination of the Contract for default.
3. If the production samples are accepted by either full acceptance or conditional acceptance, the Contractor must proceed with production as per the Contract requirements.
4. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.
5. In addition to providing the production samples, the Contractor must provide a copy of the inspection report, as applicable, to the Technical Authority, transportation charges prepaid, and without charge to Canada.
6. The production samples 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 production samples. 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 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 production samples are fully acceptable or conditionally acceptable. Any production of items before production sample acceptance will be at the sole risk of the Contractor.
9. The production samples may not be required. The request for waiver of production samples 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

(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.

ANNEX A REQUIREMENT

1. TECHNICAL REQUIREMENT

The Contractor is required to provide Canada for Canadian Heritage Outdoor National Flag of Canada (90 cm x 180 cm) in accordance with the Canadian General Standards Board (CGSB) Standard CAN/CGSB-98.1-2011.

2. ADDRESSES

| Destination Address | Invoicing Address |
|---|---|
| St. Joseph Communications Receiving 1165 Kenaston Street Ottawa, Ontario K1G 6S1 Contact: Pierre Fortin Tel: 613-740-3333 x6319 Cell: 613-223-6769 | Canadian Heritage State Ceremonial and Protocol Directorate 25 Eddy Street 11th floor (25-11-S) Gatineau, Quebec K1A 0M5 |

3. DELIVERABLES

CONTRACT QUANTITY

Firm Quantity

| Item | Description | Firm Quantity | Unit of Issue | Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra |
|------|---|---------------|---------------|--|
| 1 | Outdoor National Flag of Canada (90 cm x 180 cm) | 12,000 | Each | \$ _____ |

OPTION 1

| Item | Description | Estimated Quantity | Unit of Issue | Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra |
|------|---|--------------------|---------------|--|
| 2 | Outdoor National Flag of Canada (90 cm x 180 cm) | 27,500 | Each | \$ _____ |

OPTION 2

| Item | Description | Estimated Quantity | Unit of Issue | Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra |
|------|---|--------------------|---------------|--|
| 3 | Outdoor National Flag of Canada (90 cm x 180 cm) | 27,500 | Each | \$ _____ |

OPTION 3

| Item | Description | Estimated Quantity | Unit of Issue | Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra |
|------|--|--------------------|---------------|---|
| 4 | Outdoor National Flag of Canada (90 cm x 180 cm) | 27,500 | Each | \$_____ |

OPTION 4

| Item | Description | Estimated Quantity | Unit of Issue | Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra |
|------|--|--------------------|---------------|---|
| 5 | Outdoor National Flag of Canada (90 cm x 180 cm) | 27,500 | Each | \$_____ |

4. OPTION QUANTITIES - Identified as Items 2 to 5

The Contractor grants to Canada the irrevocable option to acquire the goods described under items 2 to 5 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 5,000 units up to a maximum of 27,500 units per option, and will be evidenced through a contract amendment.

The Contracting Authority may exercise the option 1 at any time before March 31, 2015 by sending a written notice to the Contractor.

The Contracting Authority may exercise the option 2 at any time before March 31, 2016 by sending a written notice to the Contractor.

The Contracting Authority may exercise the option 3 at any time before March 31, 2017 by sending a written notice to the Contractor.

The Contracting Authority may exercise the option 4 at any time before March 31, 2018 by sending a written notice to the Contractor.

Only one amendment may be issued to exercise each option.

ANNEX B

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)