

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving - PWGSC / Réception des**  
**soumissions - TPSGC**  
**11 Laurier St./ 11, rue Laurier**  
**Place du Portage, Phase III**  
**Core 0B2 / Noyau 0B2**  
**Gatineau, Québec K1A 0S5**  
**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> Flag of Canada 3' X 6'	
<b>Solicitation No. - N° de l'invitation</b> C1111-140592/A	<b>Date</b> 2014-12-19
<b>Client Reference No. - N° de référence du client</b> C1111-140592	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PR-761-66407	
<b>File No. - N° de dossier</b> pr761.C1111-140592	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-02-03</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Beaumier, Julie	<b>Buyer Id - Id de l'acheteur</b> pr761
<b>Telephone No. - N° de téléphone</b> (819) 956-7432 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5454
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**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  
6A2, Place du Portage  
Gatineau, Québec K1A 0S5

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

Solicitation No. - N° de l'invitation

C1111-140592/A

Amd. No. - N° de la modif.

File No. - N° du dossier

pr761C1111-140592

Buyer ID - Id de l'acheteur

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirement**

There is no security requirement associated with this bid solicitation.

### **1.2 Requirement**

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

### **1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2014/09/25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days  
Insert: 120 days

### **2.2 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.

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

## 2.4 Applicable Laws

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

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

## 2.5 Technical Data

In order to receive the sample for this solicitation, bidders must provide the following details with their request:

- Company Name
- Complete mailing & physical address (p.o. box numbers not acceptable)
- Area code and telephone number
- Contact name
- E-mail address
- Solicitation Number & Closing Date

and send their request by e-mail to the following:

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

It is imperative that the request be done as soon as possible to ensure timely receipt. Notwithstanding Canada must not be held responsible for untimely release of the technical data.

## 2.6 Sealed Sample - Guidance Only

The sealed sample is representative of the required item but is not part of the technical requirement. The sealed sample may not meet the technical requirement in all respects and must be used for guidance only during production.

## 2.7 Sealed Sample - Return to Sender

The sealed sample which may have been sent to you, are to be returned to the sender, if you are the unsuccessful Bidder. The sealed sample is not to be mutilated or cut, and must be returned in the same condition as sent to the Bidder.

## 2.8 Specifications and Standards

### 2.8.1 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](mailto:ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca)  
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

Section I: Technical Bid ( 3 hard copies)  
Section II: Financial Bid ( 1 hard copies)  
Section III: Certifications (1 hard copies)

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, 4.1.1.1 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.

#### 3.1.1 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

#### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 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 and test results are required with the bid.

**Note: sample available for guidance only.**

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 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 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.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

- a. The Bidder must submit firm unit prices in Canadian dollars, applicable taxes are excluded,

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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.

#### 4.1.2.2 SACC MANUAL CLAUSE

A9033T 2012/07/16 Financial Capability

#### 4.2 Basis of Selection

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

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.

#### 4.3 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 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.

#### 4.4 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:

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- (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 associated information 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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

### **5.1 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

#### **5.1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The

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associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **5.1.2 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.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

#### **5.1.3 Additional Certifications Precedent to Contract Award**

##### **5.1.3.1 Sample and Production Certification**

The Bidder certifies that:

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

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

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

#### **6.1 Security Requirements**

There is no security requirement applicable to this Contract.

#### **6.2 Requirement**

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

#### **6.3 Standard Clauses and Conditions**

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

##### **6.3.1 General Conditions**

2030 (2014/09/25), General Conditions - Goods (Higher Complexity), apply to and form part of the Contract.

#### **6.4 Term of Contract**

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

All firm deliverables are requested complete by May 29, 2015; maximum quantity possible should be delivered before March 31, 2015.

##### **Delivery - Firm Quantity - Phased**

The first delivery must be made within \_\_\_\_\_ calendar days from the date of the written notice of approval of production samples. The quantity delivered must be \_\_\_\_\_ each. The balance must be delivered at the rate of \_\_\_\_\_ each 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 \_\_\_\_\_ each. The balance must be shipped at a rate of \_\_\_\_\_ each weekly after the first delivery until completion of the option quantity.

#### **6.4.2 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 x. 6319  
Cell.: 613-223-6769

#### **6.4.3 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.

#### **6.4.4 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.

#### **6.4.5 Marking**

Each box must be labelled as follows:

Canadian Heritage

Size of Flag:

Type of Flag:

Quantity per box:

Contract #:

Product #: FLA-002-1

#### **6.4.6 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.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Julie Beaumier  
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 : 819-956-7432 Facsimile: 819-956-5454  
E-mail address: Julie.Beaumier@tpsgc-pwgsc.gc.ca

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

### **6.5.2 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 matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### **6.5.3 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

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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.

#### **6.5.4 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: \_\_\_\_\_

#### **6.6 Payment**

##### **6.6.1 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.

##### **6.6.2 SACC Manual Clauses**

H1001C 2008/05/12 Multiple Payments

##### **6.7 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  
11<sup>th</sup> Floor (25-11-A)  
Gatineau, Québec  
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.

## 6.8 Certifications

### 6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

### 6.9 Applicable Laws

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

### 6.10 Priority of Documents

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

- a) the Articles of Agreement;
- b) the general conditions 2030 (2014/09/25), General Conditions - Goods (Higher Complexity);
- c) Annex "A", Requirement;
- d) Specifications;
- e) Sealed Sample;
- f) the Contractor's bid dated \_\_\_\_\_

### 6.11 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.

### 6.12 Plant Closing

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

2014-15	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 _____

### 6.13 Plant Location

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

#### **6.14 Subcontractor(s)**

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

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

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

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

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

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

#### **6.15 Overshipment**

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

#### **6.16 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, accompanied by the sealed sample if applicable, 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 Contracting Authority and 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 if the Contractor is currently in production. 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.

#### **6.17 Sealed Sample - Guidance Only**

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The sealed sample is representative of the required item but is not part of the technical requirement. The sealed sample may not meet the technical requirement in all respects and must be used for guidance only during production.

#### **6.18 Sealed Sample - Return to Sender**

The sealed sample which may have been sent to the Contractor, is to be returned to the sender upon completion of Contract.

The sealed sample is not to be mutilated or cut, and must be returned in the same condition as sent to the Contractor.

#### **6.19 Specifications and Standards**

##### **6.19.1 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](mailto:ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca)  
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

#### **6.20 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 with Outdoor National Flag of Canada (90 cm x 180 cm), Type 4, Subtype 4B, 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 ext. 6319 Cell.: 613-223-6769	Canadian Heritage State Ceremonial and Protocol Directorate 25 Eddy Street 11 <sup>th</sup> Floor (25-11-A) Gatineau, Québec K1A 0M5

**3. DELIVERABLES**

OUTDOOR NATIONAL FLAG OF CANADA 3' x 6' (90cm x 180 cm)

**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 (90cm x 180cm)	20,000	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 (90cm x 180cm)	30 000	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 (90cm x 180cm)	30 000	Each	\$ _____

**OPTION 3**

<b>Item</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit of Issue</b>	<b>Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra</b>
<b>4</b>	Outdoor National Flag of Canada (90cm x 180cm)	<b>30 000</b>	Each	\$ _____

**4. OPTION QUANTITIES - Identified as Items 2 to 4**

The Contractor grants to Canada the irrevocable option to acquire the goods described under items 2 to 4 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 30,000 units per option, and will be evidenced through a contract amendment.

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

The Contracting Authority may exercise the option 2 at any time before November 1, 2016 by sending a written notice to the Contractor.

The Contracting Authority may exercise the option 3 at any time before November 1, 2017 by sending a written notice to the Contractor.

Only one amendment may be issued to exercise each option.