



**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**

**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>Title - Sujet</b> FLAG POLES, FINIALS and BASES	
<b>Solicitation No. - N° de l'invitation</b> EH713-182558/A	<b>Date</b> 2018-01-23
<b>Client Reference No. - N° de référence du client</b> 20182558	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PR-761-74198	
<b>File No. - N° de dossier</b> pr761.EH713-182558	<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 2018-03-05</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> (613) 851-9981 ( )	<b>FAX No. - N° de FAX</b> (819) 956-3814
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA Phase III, Place du Portage 11 Laurier Street Gatineau Quebec K1A0S5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<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>

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Solicitation No. - N° de l'invitation  
EH713-182558/A  
Client Ref. No. - N° de réf. du client  
EH713-182558

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pr761.EH713-182558

Buyer ID - Id de l'acheteur  
pr761  
CCC No./N° CCC - FMS No./N° VME

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## **LIST OF ANNEXES**

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

### **ANNEX "B" TO PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENTS**

## 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.

### 1.4 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Canadian Free Trade Agreement (CFTA).

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2017/04/27) 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: 90 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 Samples

In order to receive the samples for this solicitation, bidders must send their request by email to name of Julie.beaumier@tpsgc-pwgsc.gc.ca and provide the following details:

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

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 Samples - Return to Sender

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

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

## 2.7 Sealed Samples - Guidance Only

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

# 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 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.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

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

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "B" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "B" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

##### **3.1.2 Exchange Rate Fluctuation**

[C3011T](#) 2013/11/06 Exchange Rate Fluctuation

#### **Section III: Certifications**

Bidders must submit the certifications and additional information 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 EQUIVALENT PRODUCTS

1. Products that are equivalent in form, fit, function and quality to the items specified in the bid solicitation will be considered where the Bidder:
  - a) designates the brand name, model and/or part number of the substitute product;
  - b) states that the substitute product is fully interchangeable with the item specified;
  - c) provides complete specifications and descriptive literature for each substitute product;
  - d) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
  - e) clearly identifies those areas in the specifications and descriptive literature that support
  - f) the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
  - a) the bid fails to provide all the information requested to allow the Contracting Authority to
    - i. fully evaluate the equivalency of each substitute product; or
  - b) the substitute product fails to meet or exceed the mandatory performance criteria
    - i. specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

##### 4.1.2 Financial Evaluation

###### 4.1.2.1 Mandatory Financial Criteria

- a. The Bidder must submit firm unit prices in Canadian dollars, applicable taxes are excluded, DDP (Ottawa, Ontario) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.

###### 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 price per item will be recommended for award of a contract (potential for more than 1 contract). Evaluation will be established using the firm quantity per item.

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

#### 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:
  - (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 AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### **5.1.2 Additional Certifications Required with the Bid**

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

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

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Requirement

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>) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

2030 (2016/04/04), General Conditions - Goods (Higher Complexity), apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Delivery Required (Mandatory) - Firm Quantity

The delivery must be completed by May 1<sup>st</sup>, 2018.

##### 6.4.1.1 Delivery

Delivery is between the hours of Monday to Friday, 8 am to 3 pm at the location referenced at Annex A.

##### 6.4.1.2 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.

##### 6.4.1.3 Packaging - Commercial

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

##### 6.4.1.4 Rejected Goods

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

## 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: 613-851-9981 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:

Name: \_\_\_\_\_ (to be advised at contract)  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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 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<sup>0</sup>

[H1001C](#)

2008/05/12

Multiple Payments

### 6.6.3 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## 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

PWGSC/TPSGC – ECM, Real Property Branch  
Head, Ceremonial and Protocol Services  
395 Wellington St., Room 118-04  
Ottawa, Ontario  
K1A 0S5  
Attn: [Carmen.barcena@pwgsc.gc.ca](mailto:Carmen.barcena@pwgsc.gc.ca)

(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 and Additional Information

### 6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing

additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

#### **6.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

#### **6.9 Applicable Laws**

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

#### **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](#) (2016/04/04), General Conditions - Goods (Higher Complexity);
- c) Annex "A", Requirement;
- d) Sealed Samples;
- e) 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 items specified. The delivery stated for the items allows the necessary time to obtain such materials.

#### **6.12 Plant Location**

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

#### **6.13 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.

#### **6.14 Overshipment**

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

#### **6.15 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**

### **A.1. TECHNICAL REQUIREMENT**

The Contractor is required to provide Canada for the Public Works and Government Services Canada, Events & Conference Management with Flag poles, finials and bases in accordance the following requirement and the sealed samples:

1. Interior Solid Oak Poles (medium finish) with heavy duty coupler – PN or equivalent: FP8-SOAK (MacMillans)

Description:

- Solid Oak;
- 8' length and 1.25" diameter;
- Complete with solid brass, lacquered heavy gage coupler (0.065" wall thickness) with 4 brass screws (Couplers come in 2 pieces with 4 screws with approximate dimensions of 6" long by 1 1/16");
- Oak poles finished in a medium coloured stain as per existing inventory (sample to be provided for colour matching)

2. Gold Square Spear Top Finials \_PN or equivalent: FP-31 GSP (MacMillans)

Description:

- Finials are brass plated zinc-alum alloy;
- 8" length and 1" diameter (must fit onto 8' x 1.25" diameter solid oak interior poles);
- Complete with one screw hole to facilitate installation on the solid oak flag poles;
- Finials are gold in colour and new stock must match existing inventory (sample to be provided for colour matching).

3. Gold Classic (filled) gilt styrene bases \_ PN or equivalent FP8-BASE (MacMillans)

Description:

- Bases are approximately 11.5" in diameter and 6.6" tall with a 1.25" bore for the flag poles;
- Bases should arrive filled with sand and/or other materials;
- Filled weight of the bases is approximately 6\_lbs each;
- Bases are gold in colour and new stock must match existing inventory (sample to be provided for colour matching).

### **A.2. ADDRESSES**

Destination Address	Invoicing Address
Ceremonial Warehouse (rear entrance) Attn: Carmen Barcena 265 City Centre Avenue, Ottawa, ON K1R 7R7	PWGSC/TPSGC – ECM, Real Property Branch Carmen Barcena, Head, Ceremonial and Protocol Services 395 Wellington St., Room 118-04 Ottawa, Ontario K1A 0S5

Solicitation No. - N° de l'invitation  
EH713-182558/A  
Client Ref. No. - N° de réf. du client  
EH713-182558

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pr761.EH713-182558

Buyer ID - Id de l'acheteur  
pr761  
CCC No./N° CCC - FMS No./N° VME

### A.3. DELIVERABLES

#### CONTRACT QUANTITY

##### Firm Quantity

Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
1	<p>Interior Solid Oak Poles (medium finish) with heavy duty coupler</p> <p>PN or equivalent: FP8-SOAK Supplier: MacMillans</p> <p>If offering an equivalent, Please specify:</p> <p>P/N offered:</p> <hr/> <p>Mfg offered:</p> <hr/>	400	Each	\$ _____
2	<p>Gold Square Spear Top Finials</p> <p>PN or equivalent: FP-31 GSP Supplier: MacMillans</p> <p>If offering an equivalent, Please specify:</p> <p>P/N offered:</p> <hr/> <p>Mfg offered:</p> <hr/>	200	Each	\$ _____
3	<p>Gold Classic (filled) gilt styrene bases</p> <p>PN or equivalent FP8-BASE Supplier: MacMillans</p> <p>If offering an equivalent, Please specify:</p> <p>P/N offered:</p> <hr/> <p>Mfg offered:</p> <hr/>	400	Each	\$ _____



**ANNEX “B” to PART 3 OF THE BID SOLICITATION**

**( insert if applicable)**

**ELECTRONIC PAYMENT INSTRUMENTS**

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

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)