



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
Epost or Fax
FAX pour soumissions: (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 Flag of Canada plastic lapel pins	
Solicitation No. - N° de l'invitation C1111-190614/A	Date 2020-07-17
Client Reference No. - N° de référence du client C1111-190614	
GETS Reference No. - N° de référence de SEAG PW-\$\$PR-759-78916	
File No. - N° de dossier pr759.C1111-190614	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-08-31	Time Zone Fuseau horaire Heure Avancée de l'Est HAE
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: Lafleur, Mario	Buyer Id - Id de l'acheteur pr759
Telephone No. - N° de téléphone (873) 354-0072 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF CANADIAN HERITAGE 15 EDDY ST., 11TH FLOOR Gatineau Quebec K1A0M5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Clothing and Textiles Division / Division des vêtements et des textiles
L'Esplanade Laurier,
East Tower 7th Floor
Tour est 7e étage
140 O'Connor, rue O'Connor,
Ottawa
Ontario
K1A 0R5

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 SECURITY REQUIREMENT	3
1.2 REQUIREMENT	3
1.3 DEBRIEFINGS.....	3
1.4 EPOST CONNECT SERVICE.....	3
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	3
2.2 SUBMISSION OF BIDS.....	3
2.3 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD	4
2.4 ENQUIRIES - BID SOLICITATION	4
2.5 APPLICABLE LAWS.....	4
2.6 PICTURES – FOR GUIDANCE ONLY.....	4
2.7 SPECIFICATIONS AND STANDARDS	4
PART 3 - BID PREPARATION INSTRUCTIONS.....	5
3.1 BID PREPARATION INSTRUCTIONS	5
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....	6
4.1 EVALUATION PROCEDURES	6
4.2 BASIS OF SELECTION	8
4.3 CONTRACT FINANCIAL SECURITY	8
4.4 SECURITY DEPOSIT DEFINITION.....	8
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION.....	9
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	10
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	10
PART 6 - RESULTING CONTRACT CLAUSES.....	11
6.1 SECURITY REQUIREMENTS	11
6.2 REQUIREMENT	11
6.3 STANDARD CLAUSES AND CONDITIONS.....	11
6.4 TERM OF CONTRACT.....	11
6.5 AUTHORITIES	12
6.6 PAYMENT.....	13
6.7 INVOICING INSTRUCTIONS	14
6.8 INSURANCE.....	14
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	14
6.10 APPLICABLE LAWS.....	14
6.11 PRIORITY OF DOCUMENTS	14
6.12 MATERIALS: CONTRATOR TOTAL SUPPLY	15
6.13 PLANT CLOSING.....	15
6.14 PLANT LOCATION.....	15
6.15 SUBCONTRACTOR(S).....	15
6.16 OVERSHIPMENT.....	15
6.17 PRE-PRODUCTION SAMPLES	15
6.18 SPECIFICATIONS AND STANDARDS	16
6.19 FINANCIAL SECURITY	16

Solicitation No. - N° de l'invitation
C1111-190614
Client Ref. No. - N° de réf. du client
C1111-190614

Amd. No. - N° de la modif.
File No. - N° du dossier
C1111-190614

Buyer ID - Id de l'acheteur
pr759
CCC No./N° CCC - FMS No./N° VME

ANNEX "A" - REQUIREMENT	18
A.1. TECHNICAL REQUIREMENT	18
A.2. ADDRESSES	18
A.3. DELIVERABLES AND BASIS OF PAYMENT	18
A.4. OPTION QUANTITIES - IDENTIFIED AS ITEMS 2,3,4 AND 5.....	19
ANNEX "B" TO PART 3 OF THE BID SOLICITATION	20
ELECTRONIC PAYMENT INSTRUMENTS	20
ANNEX "C" ANNEXE "C" PURCHASE DESCRIPTION - CAG-8-1412-242J.....	21
ANNEX "E" PICTURES	23

*****Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, bidders must transmit their bid electronically using the epost Connect service or fax (819-997-9776). Paper bid will not be accepted.*****

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 Epost Connect Service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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 (2020/05/28) 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 and time indicated in the bid solicitation using the epost Connect service or fax (819-997-9776).

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.3 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 7 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.4 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.

2.5 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.

2.6 Pictures – For Guidance Only

The pictures may not meet the technical requirement in all respects and must be used for guidance for all factors not covered by the technical specifications. The specifications will govern.

2.7 Specifications and Standards

2.7.1 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>
(Derived from - Provenant de: B4003T)

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, bidders must transmit their bid electronically using the epost Connect service or fax (819-997-9776). Paper bid will not be accepted.

- 3.1.1 Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid, submitted by epost Connect or by fax, must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of the facsimile copy and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the facsimile copy.

- 3.1.2 Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- 3.1.3 Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
- (a) use a numbering system that corresponds to the bid solicitation.
- 3.1.4 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Bidders should:
- (a) 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;
- (b) 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; and

(c) provide details of their policies and practices in relation to the following initiatives, for information purposes only:

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

3.2 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)

3.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment (reference Part 4, Evaluation Procedures, 4.1.2 Financial Evaluation)

3.3.1 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.

3.3.2 Exchange Rate Fluctuation

C3011T 2013/11/06 Exchange Rate Fluctuation

3.4 Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

3.5 Section IV: Additional Information

The information required in this Section should be submitted with the bid, but may be submitted afterwards. If information is missing from the bid, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the information within the time frame provided will render the bid non-responsive.

3.5.1 Resulting Contract Information

Bidder input is required to complete several sections under Part 6, Resulting Contract Clauses.

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 Samples and Supporting Documentation

As part of the technical evaluation, to confirm a Bidder's capability of meeting the technical requirements, five (5) pre-award samples of the item and certificate of compliance must be submitted at time of bid closing at no charge to Canada.

The samples must be sent to the following address:

PAC/PSPC
Salle de courrier /Mailroom 0B3
Place du Portage
Phase III
11, rue/street Laurier
Gatineau QC
K1A 0S5
Attn : Mario Lafleur
Solicitation Number : C1111-190614/A

The Bidder must ensure that the following information is clearly printed or typed on all pre-award samples or on its packaging:

- a. Solicitation Number;
- b. Name of Bidder; and
- c. Solicitation Closing Date and Time.

The certificate of compliance must be sent electronically with the bid.

If any supporting documentation (certificate of compliance) is missing, the Contracting Authority will inform the Bidder in writing and provide the Bidder with two (2) working days from the request to submit the missing documentation. Failure to submit the pre-award samples or the supporting documentation within the specified timeframe will result in the bid being declared non-responsive.

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

The samples submitted by the Bidder will remain the property of Canada.

In addition, Certificate of Compliance to certify the brass component (material) for the pin and the grip fastener is required as defined herein.

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

The requirement for a pre-award samples and certificate of compliance 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.

CERTIFICATE OF COMPLIANCE-DEFINITION

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

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.
- 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 quantities for the all items 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.
 - 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 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:
- (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.

5.2 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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Samples and Production Certification

The Bidder certifies that:

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

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.

6.2.1 Technical Requirement

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](#) (2020/05/28), General Conditions - Goods (Higher Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

All firm deliverables are requested complete by December, 01 2020.

Delivery - Firm Quantity - Phased

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

Delivery - Option Quantities

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.

6.4.1.1 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.

Main Contact: Trina Stark
Tel.: 343-548-5989

Contact : James Antaki
Tel.: 613-601-6853

6.4.1.2 Preparation for Delivery

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. Finished pin assemblies are to be packaged in small 100% recycled brown kraft paper bags. 250 pins per bag and must be put into a cardboard container and each container must be labelled as per marking below. Not necessary to wrap pins individually in bag.

6.4.1.4 Marking

Each box must be labelled as follows:

Canadian Heritage

Size of pins:

Quantity per box:

Contract #:

Product #: PIN-001-1-250

Production date:

Box ____ of ____

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Mario Lafleur
Public Works and Government Services Canada
Acquisitions Branch
Commercial and Consumer Products Directorate (CCPD)
Clothing & Textiles Division
Telephone : 873-354-0072
E-mail address: mario.lafleur@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: (to be advised at contract)

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)
L'Esplanade Laurier, East Tower 7th Floor
140 O'Connor, Street, Ottawa, Ontario
K1A 0R5 Canada
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.

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

6.6.3 Electronic Payment of Invoices – Contract

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

(To be advised at contract award)

- 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) Please forward an electronic copy to the following email address for certification and payment: chantal.valade@canada.ca. Please stamp ORIGINAL COPY on the invoice.
 - (b) One (1) copy must be forwarded by email 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 Insurance

SACC Manual clause G1005C (2016/01/28) Insurance

6.9 Certifications and Additional Information

6.9.1 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.

6.10 Applicable Laws

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

6.11 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 (2020/05/28), General Conditions - Goods (Higher Complexity);
- c) Annex "A", Requirement;
- d) Annex "C", Purchase Description CAG-8-1412-242J;
- e) Annex "E", Pictures;
- f) the Contractor's bid dated _____.

6.12 Materials: Contractor Total Supply

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

6.13 Plant Closing

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

2020-21

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

2021-22

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

2022-23

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

2023-24

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

2024-25

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

6.14 Plant Location

Items will be manufactured at: _____

6.15 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.

6.16 Overshipment

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

6.17 Pre-Production Samples

1. The Contractor must provide pre-production samples of five (5) lapel pins, accompanied by the sealed sample if applicable, to the Technical Authority for acceptance within ___ calendar days from date of contract award.

2. If the pre-production samples are rejected, the Contractor must submit second pre-production samples within _____ calendar days of notification of rejection from the Technical Authority.
3. If the pre-production samples are accepted by either full acceptance or conditional acceptance, the Contractor must proceed with production as per the Contract requirements.
4. Rejection by the Technical Authority of the second pre-production samples submitted by the Contractor for failing to meet the contract requirements will be grounds for termination of the Contract for default.
5. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.
6. The pre-production 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 pre-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 commence or continue with production of the items and must not make any deliveries until the Contractor has received a written notification from the Technical Authority that the pre-production samples are fully acceptable or conditionally acceptable. Any production of items before pre-production sample acceptance will be at the sole risk of the Contractor.
9. The pre-production samples may not be required if the Contractor is currently in production. The request for waiver of pre-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.

6.18 Specifications and Standards

6.18.1 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>

6.19 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 Department of Canadian Heritage with Flag of Canada, Lapel Pins in accordance with the Annex "C" Purchase Description CAG-8-1412-242J.

A.2 ADDRESSES

Destination Address	Invoicing Address
Lowe-Martin Group Receiving Area 11 th Floor 400 Hunt Club Road Ottawa, Ontario K1V 1C1 Main Contact: Trina Stark Tel.: 343-548-5989 Contact : James Antaki Tel.: 613-601-6853	See section 6.7

A.3. DELIVERABLES AND BASIS OF PAYMENT

CONTRACT QUANTITY

Firm Quantity

Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
1	Flag of Canada, Lapel Pins	3,000,000	Each	\$ _____

OPTION 1

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
2	Flag of Canada, Lapel Pins	1,000,000 to 3,000,000	Each	\$ _____

OPTION 2

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
3	Flag of Canada, Lapel Pins	1,000,000 to 3,000,000	Each	\$ _____

OPTION 3

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
4	Flag of Canada, Lapel Pins	1,000,000 to 3,000,000	Each	\$ _____

OPTION 4

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
5	Flag of Canada, Lapel Pins	1,000,000 to 3,000,000	Each	\$ _____

A.4 OPTION QUANTITIES - Identified as Items 2,3,4 and 5

The Contractor grants to Canada the irrevocable option to acquire the goods described under items 2,3,4 and 5 and under the same terms and conditions and at the prices stated in the Contract. Each option may only be exercised by the Contracting Authority for a minimum of 1,000,000 units up to a maximum of 3,000,000 units per option, and will be evidenced through a contract amendment. One (1) amendment per option may be issued.

- Option 1: within 12 months from the contract award date by sending a written notice to the Contractor.
- Option 2: within 24 months from the contract award date by sending a written notice to the Contractor.
- Option 3: within 36 months from the contract award date by sending a written notice to the Contractor.
- Option 4: within 48 months from the contract award date by sending a written notice to the Contractor.

Solicitation No. - N° de l'invitation
C1111-190614
Client Ref. No. - N° de réf. du client
C1111-190614

Amd. No. - N° de la modif.
File No. - N° du dossier
C1111-190614

Buyer ID - Id de l'acheteur
pr759
CCC No./N° CCC - FMS No./N° VME

ANNEX "B" to PART 3 OF THE BID SOLICITATION

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)

ANNEX "C" ANNEXE "C" PURCHASE DESCRIPTION - CAG-8-1412-242J

PURCHASE DESCRIPTION

ITEM: PIN LAPEL, THE FLAG OF CANADA DESIGN

SCOPE:

This purchase description describes the requirements for the Flag of Canada lapel pin, comprising of a molded plastic design with a pinched post and a back grip type fastener; used by various Canadian Government Departments.

A sealed sample identified by this purchase description number must constitute the standard for any properties not defined in this description.

APPLICABLE PUBLICATIONS:

The following publications must form part of this requirement:

CAN/CGSB-98.1-2011: National Flag of Canada (Outdoor Use)

Canadian General Standards Board
Sales Unit,
Hull, Quebec
K1A 1G6
Tel: (819) 956-0425
1-800-665-2472
Fax: (819) 956-5644

MATERIELS AND MANUFACTURE:

Contractor Supply:

Flag Design: polystyrene

Back Pin: brass, pinched post
Grip (Back) Fastener: brass
(B.A. Ballou & Co. Inc. is known to meet this requirement.) *For the Back Pin and Grip Fastener only.

DESCRIPTION D'ACHAT

ARTICLE: INSIGNE DE BOUTONNIERE AU MOTIF DU DRAPEAU NATIONAL DU CANADA

PORTÉE:

Cette description d'achat porte sur un insigne de boutonnière au motif du drapeau du Canada constitué de plastique moulé, avec tige à rainure et pince arrière; et dont se servent divers ministères du gouvernement canadien.

Un échantillon scellé portant le numéro de cette description d'achat constituera le modèle à suivre pour toute propriété non décrite dans la présente.

PUBLICATIONS APPLICABLES:

Les publications suivantes doivent faire partie de cette description d'achat:

CAN/CGSB-98.1-2011: Drapeau national du Canada pour utilisation à l'extérieur.

L'Office des Normes Générales du Canada,
Section des ventes
Hull, Québec
K1A 1G6
Téléphone: (819) 956-0425
1-800-665-2472
Télécopieur: (819) 956-5644

MATÉRIEL ET FABRICANT:

Matériel Fourni Par l'Entrepreneur:

Motif du drapeau: polystyrène

Tige: en laiton, à rainure
Pince arrière: en laiton
(B.A. Baillou & Co. Inc. sont capable de les produire)
*Pour la Tige et la Pince arrière seulement.

DETAILED DESCRIPTION:

Design:

Canadian Flag to be 6.5 mm (1/4") x 13 mm (1/2") ±3%, 1.5mm (1/16") thick.

Colours:

Red & White
Actual Size

Design and colours are to be as illustrated and described on page 14 (Figure 1) and paragraphs 5.1 & 5.2 respectively of the National Standard of Canada CAN/CGSB-98.1-2011. Red must be Pantone 032U.

The design outline must be distinct, with no bleeding of colours into each other.

The surface design must be flat with a satin finish.

The complete plastic surface must be free from visible imperfections, edges are to be square and free from mould marks and flashing.

Back mounting pin must be securely imbedded into the back plastic and must extend beyond the plastic not less than 6 mm (1/4").

Grip back fastener must be compatible to the back mounting pin and provide hold tight attachment. The pin must have a ridge near the point to ensure a positive match.

PACKAGING:

Finished pin assemblies are to be packaged in small 100% recycled brown kraft paper bags in quantity lots as specified in the contract. Over-wrapping for shipping must be in accordance with good commercial practice. Each shipping carton must be clearly marked as follow:

PIN, LAPEL, THE FLAG OF CANADA

Contract number:

_____ Bags _____ each (as per contract).

DESCRIPTION DÉTAILLÉE:

Dimensions:

Le drapeau canadien doit mesurer 6.5 mm (1/4 po), sur 13 mm (1/2 po) ±3% et avoir une épaisseur de 1.5 mm (1/16 po).

Couleurs:

Rouge et blanc
Dimensions actuels

Le motif et les couleurs de l'insigne doivent être conformes aux illustrations et aux descriptions figurant respectivement à la page 14 (Figure 1) et à l'alinéa 5.1 & 5.2 de la norme nationale du Canada CAN/CGSB-98.1-2011. La couleur rouge doit être Pantone 032U.

Le contour du motif doit être distinct et les couleurs ne doivent pas déborder l'une sur l'autre.

La surface de l'insigne doit être plane et d'un fini satiné
La surface de plastique doit être totalement exempte d'imperfections visibles, les rebords doivent être à angle droit et exempts de bavures et de barbes.

La tige doit être solidement enfoncée dans les dos de l'insigne perpendiculairement au plastique et avoir une longueur d'au moins 6 mm (1/4 po).

La pince arrière doit être compatible avec la tige et retenir fermement celle-ci. La tige doit comporter une rainure près de la pointe pour que les deux éléments correspondent.

EMBALLAGE:

Les insignes complets sont mis dans des petits sacs de papier kraft brun 100% recyclé; le nombre d'insignes par sac est conforme aux stipulations du contrat. L'emballage des sacs proprement dits aux fins d'expédition doit s'effectuer selon les bonnes pratiques commerciales. Chaque boîte d'expédition porte, clairement inscrites, les indications suivantes:

INSIGNE DE BOUTONNIERE AU MOTIF DU
DRAPEAU NATIONAL DU CANADA

Numéro du contrat:

_____ sacs de _____ insignes (conformément au contrat)

Solicitation No. - N° de l'invitation
C1111-190614
Client Ref. No. - N° de réf. du client
C1111-190614

Amd. No. - N° de la modif.
File No. - N° du dossier
C1111-190614

Buyer ID - Id de l'acheteur
pr759
CCC No./N° CCC - FMS No./N° VME

Annex "E" Pictures



Solicitation No. - N° de l'invitation
C1111-190614
Client Ref. No. - N° de réf. du client
C1111-190614

Amd. No. - N° de la modif.
File No. - N° du dossier
C1111-190614

Buyer ID - Id de l'acheteur
pr759
CCC No./N° CCC - FMS No./N° VME



Solicitation No. - N° de l'invitation
C1111-190614
Client Ref. No. - N° de réf. du client
C1111-190614

Amd. No. - N° de la modif.
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C1111-190614

Buyer ID - Id de l'acheteur
pr759
CCC No./N° CCC - FMS No./N° VME

