

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
**11 Laurier St./ 11, rue Laurier**  
**Place du Portage, Phase III**  
**Core 0A1 / Noyau 0A1**  
**Gatineau, Québec K1A 0S5**  
**Bid Fax: (819) 997-9776**

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

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> INMATE FOOTWEAR	
<b>Solicitation No. - N° de l'invitation</b> 21120-127231/A	<b>Date</b> 2012-02-29
<b>Client Reference No. - N° de référence du client</b> 21120-127231	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PR-700-59564	
<b>File No. - N° de dossier</b> pr700.21120-127231	<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 2012-04-11</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Battisti, Rita	<b>Buyer Id - Id de l'acheteur</b> pr700
<b>Telephone No. - N° de téléphone</b> (819) 956-3823 ( )	<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> CORRECTIONAL SERVICE OF CANADA 250 MONTEE ST FRANCOIS LAVAL Quebec H7C1S5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Clothing and Textiles Division / Division des vêtements et des textiles  
11 Laurier St./ 11, rue Laurier  
6B1, Place du Portage  
Gatineau, Québec K1A 0S5

<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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	YEAR ONE - GROUP 1 INMATE ANKLE BOOT FIRM QUANTITY	21303	21120	1416	PR	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
2	YEAR TWO - GROUP 1 INMATE ANKLE BOOTS FIRM QUANTITY	21303	21120	1416	PR	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
3	YEAR ONE - GROUP 2 SAFETY BOOTS, FIRM QUANTITY	21303	21120	1500	PR	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
4	YEAR TWO - GROUP 2 SAFETY BOOTS, FIRM QUANTITY	21303	21120	1500	PR	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
5	YEAR ONE - GROUP 3 RUNNING SHOES, FIRM QUANTITY	21303	21120	11388	PR	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
6	YEAR TWO - GROUP 3 RUNNING SHOES, FIRM QUANTITY	21303	21120	11388	PR	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
7	AS AND WHEN QUANTITY - GROUP 1 INMATE ANKLE BOOTS	21303	21120	1600	PR	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
8	AS AND WHEN QUANTITY - GROUP 2 SAFETY BOOTS	21303	21120	1600	PR	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	



## **PART 1 - GENERAL INFORMATION**

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2. STATEMENT OF REQUIREMENT
3. DEBRIEFINGS

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3. ENQUIRIES - BID SOLICITATION
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5. SAMPLES
6. SEALED SAMPLES - RETURN TO SENDER
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## **PART 1 - GENERAL INFORMATION**

### **1. SECURITY REQUIREMENT**

There is no security requirement associated with the requirement.

### **2. STATEMENT OF REQUIREMENT**

The Requirement is detailed under the "Line Item Detail" and Annex A of the resulting contract clauses.

### **3. DEBRIEFINGS**

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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## **PART 2 - BIDDER INSTRUCTIONS**

### **1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2011-05-16) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) calendar days

Insert: one hundred and twenty (120) calendar days

Section 12 of 2003 entitled Rejection of Bid, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:

Replace subsection 1. (a) and (b) with the following:

1. Canada may reject a bid where any of the following circumstances is present:

- (a) the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
- (b) an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;

### **2. SUBMISSION OF BIDS**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### **3. ENQUIRIES - BID SOLICITATION**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### **4. APPLICABLE LAWS**

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

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

## **5. SAMPLES**

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

Public Works & Government Services Canada  
Supply Directorate  
6th floor  
1550 D'Estimauville  
Quebec, Que. G1J 0C7  
TEL: 418-649-2831  
FAX: 418-648-2209

Public Works & Government Services Canada  
Place Bonaventure, South-East Portal  
800 de La Gauchetière Street West, 7th Floor  
Montreal, Quebec H5A 1L6  
TEL: 514-496-3404  
FAX: 514-496-3822

Public Works & Government Services Canada  
Suite 480, 33 City Centre Drive  
Mississauga, Ont. L5B 2N5  
TEL: 905-615-2070  
FAX 905-615-2060

Public Works & Government Services Canada  
Suite 100, 167 Lombard Avenue  
P.O. Box 1408  
Winnipeg, Manitoba R3C 2Z1  
TEL: 204-983-3774  
FAX: 204-983-7796

Public Works & Government Services Canada  
Telus Plaza North  
10025 Jasper Avenue, 5th Floor  
Edmonton, AB T5J 1S6  
TEL: (780) 497-3649  
FAX: (780) 497-3510

Public Works & Government Services Canada  
Pacific Region, SOSB, Industrial & Commercial Products  
12th Floor, 800 Burrard Street  
Vancouver, B.C V6Z 2V8  
TEL: 604-775-7630  
FAX: 604-775-7526

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## **6. SEALED SAMPLES - RETURN TO SENDER**

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

## **7. SPECIFICATIONS AND STANDARDS**

### **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](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**

### **1. BID PREPARATION INSTRUCTIONS**

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

Section I - Technical Bid (1 hard copy)

Section II - Financial Bid (1 hard copy)

Section III - Certifications (1 hard copy)

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> .

To assist Canada in reaching its objectives, bidders are encouraged to:

1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and

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

3) Green Initiatives (for PWGSC information only)

Bidders are requested to provide details of their policies and practices in relation to the following initiatives:

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

#### **Section I: Technical Bid**

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work (reference pre-award sample, Part 4, Evaluation Procedures, 1.1.1 Mandatory Technical Criteria).

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

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable.

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

Bidders must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. EVALUATION PROCEDURES**

(a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

### **1.1 TECHNICAL EVALUATION**

#### **1.1.1 MANDATORY TECHNICAL CRITERIA**

#### **PRE-AWARD SAMPLES AND SUPPORTING DOCUMENTATION**

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

Note:

Safety/Ankle Boots: The one pair is to consist of one full boot/shoe and the other to be cut in half to show the wood or plastic molded shank.

Running Shoes: The one pair is to consist of one full shoe and the other to be cut in half to show the composition of the outsole, midsole and insole.

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

The Bidder must deliver the required pre-award samples, test results\* and certificates of compliance\*\* at no charge to Canada and must ensure that they are received with the bid at time and place of bid closing. Failure to submit the required pre-award samples, test results and certificates of compliance within the specified time frame will result in the bid being declared non-responsive. The sample(s) submitted by the Bidder will remain the property of Canada.

\* The following test results are required:

Safety Boots: All tests identified at Annex B

Court Shoes: All test identified at Annex D

Ankle Boots: no tests required

\*\* Certificates of Compliance are required for the following components:

Safety Boots: no Certificates required

Court Shoes: As identified at Annex C

Ankle Boots: no Certificates required

Laboratory analysis of the product offered showing test results for specific tests listed hereunder of physical properties detailed in the technical requirement must be provided with the pre-award sample. Testing must be performed by an independent accredited laboratory establishment and must be in accordance with the test methods detailed in the technical requirement. The laboratory report must not be dated before the publication date of the Request for Proposal.

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

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

### **CERTIFICATE OF COMPLIANCE - DEFINITION**

A certificate of compliance is defined for this solicitation as a signed and dated certification by an appropriate official of the component manufacturer (e.g. zipper, hook and loop, webbing, etc.). It must specifically address the adherence of the offered component to the specification or manufacturing data of the technical requirement.

A separate certificate of compliance is required for each individual product or component. It must be current (must be dated within 6 months of the solicitation posting date); and must certify that the product for which the Certificate of Compliance was issued is the same product used in the bid submission, or in the pre-production samples, or in the production units as applicable.

The Bidder is to note that copies of invoices, purchase orders and Certificate of Compliance for products or components that are not manufactured by the certifier are not suitable for use as a Certificate.

## **1.2 FINANCIAL EVALUATION**

### **1.2.1 MANDATORY FINANCIAL CRITERIA**

- a. The Bidder must submit firm unit prices in Canadian dollars, GST/HST extra, DDP (Laval, Quebec) 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 and "as and when requested" quantities.

### **1.2.2 SACC MANUAL CLAUSE**

A9033T 2011/05/16 Financial Capability

## **2. BASIS OF SELECTION**

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

The responsive bid with the lowest evaluated aggregate price per grouping (3 groups consisting of the safety boots, ankle boots and court shoes) will be recommended for award of a contract (potential for more than 1 contract). Evaluation will be established using the firm quantities for all items in a grouping and 100% of the option quantities in a grouping and 100% of the "as and when requested" quantities in a grouping.

## **3. CONTRACT FINANCIAL SECURITY**

1. If this bid is accepted, the Bidder may be required to provide contract financial security, after the bid closing date and within 10 calendar days from receipt of a written request from the Contracting Authority.
  - (a) a security deposit as defined in clause "Security Deposit Definition" in the amount of up to ten percent (10%) of the contract price.
2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmatured, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will

mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.

3. If Canada does not receive the required financial security within the specified period, Canada may, as its discretion, accept another offer, issue a new bid solicitation, award a contract or reject all the bids.

#### **4. SECURITY DEPOSIT DEFINITION**

1. "security deposit" means

- (a) a bill of exchange that is payable to the Receiver General for Canada, and certified by an approved financial institution or drawn by an approved financial institution on itself; or
- (b) a Government guaranteed bond; or
- (c) an irrevocable standby letter of credit, or
- (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;

2. "approved financial institution" means

- (a) any corporation or institution that is a member of the Canadian Payments Association;
- (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
- (c) a credit union as defined in paragraph 137(6) the *Income Tax Act*;
- (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by Canadian province or territory;
- (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;

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(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 to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### **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 so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

#### **1.1 FEDERAL CONTRACTORS PROGRAM - CERTIFICATION**

##### **1.1.1 FEDERAL CONTRACTORS PROGRAM - \$200,000 OR MORE**

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contract Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, <http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e> to the Labour Branch of HRSDC.

3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

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- (b) ( ) is not subject to the FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the following HRSDC Website:  
<http://www.hrsdc.gc.ca/en/labour/equality/fcp/index.shtml>





All cartons and boxes are to be labelled with the NATO Stock Number, Colour, Size, Quantity, Description, Contract and Requisition Numbers, as stated herein. Each carton to consist of only one size.

Anke Boots and Court Shoes: Each pair must be in a separate box, packaged 12 pairs per case. Each carton must contain 12 pairs of the same size. Each skid must contain the same size.

Safety boots: Each pair must be in a separate box, packaged 5 pairs per case. Each carton must contain 5 pairs of the same size.

All boxes are to be Doublewall box that meet the requirements of 44 Edge crush test (ECT) Lbs/in

Dimensions for the boxes are as follows:

Safety Boots: 25x19¼x13¼

Ankle Boots: 24x16x20

Court Shoes: 27¾x19¼x13¼

All documents, including Packing and Delivery Slips, must indicate Item Number, Color, Size, Quantity, NATO Stock Number, Requisition and Contract Serial Numbers. A copy of all packing/delivery slips must be sent to:

Correctional Service National Depot  
250 Montée St-François  
Laval Quebec H7C 1S5

#### **4.1.3 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.

## **5. AUTHORITIES**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

#### **Rita Battisti**

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 : 819-956-3823 Facsimile: 819-956-5454

E-mail address: rita.battisti@tpsgc-pwgsc.gc.ca

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

**5.2 Technical Authority**

The Technical Authority for this Contract is:

Public Works & Government Services Canada  
Commercial and Consumer Products Directorate (CCPD)  
6A2, Phase III,  
Place du Portage  
11 Laurier Street  
Gatineau, Quebec  
K1A 0S5

ATTN.: Clothing Advisory Service \_\_\_\_\_ (to be advised at contract)

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

**5.3 Contract Delivery Follow-up (CDFU)**

The responsibility for Contract delivery follow-up for this Contract is assigned to:

Public Works and Government Services Canada  
Clothing & Textiles Division  
6A2, Place du Portage, Phase III  
11 Laurier Street  
Gatineau, Quebec  
K1A 0S5  
ATTN: Contract Delivery Follow-up - PR Division  
TEL: 819-956-3838  
FAX: 819-956-5454

**5.4 Contractor's Representative**

The person responsible for :

**General enquiries**

Name: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**Delivery follow-up**

Name: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**6. PAYMENT**

**6.1 Basis of Payment - Firm Unit Prices**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in the line item detail and in Annex A. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

## 6.2 SACC Manual Clauses

H1001C 2008/05/12 Multiple Payments

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

## 7. INVOICING INSTRUCTIONS

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the following address for certification and payment :

Correctional Service of Canada  
Support Services  
340 Laurier Ave. West  
Ottawa, ON K1A 0P9  
Attn: Sylvia Brookings

(b) One (1) copy must be forwarded to the person responsible for Contract Delivery Follow-up identified under the section entitled "Authorities" of the Contract.

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

## 8. CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or 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.

## 9. APPLICABLE LAWS

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

## 10. PRIORITY OF DOCUMENTS

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

- a) The Articles of Agreement;
- b) 2010A (2011/05/16), General Conditions - Goods (Medium Complexity);
- c) Annex A, Statement of Requirement;
- d) Purchase Descriptions;
- e) Sealed Samples;
- f) The Contractor's bid dated \_\_\_\_\_

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**11. 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.

**12. PLANT CLOSING**

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

Christmas Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_  
Summer Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_

**13. PLANT LOCATION**

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

**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.

**15. OVERSHIPMENT**

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

**16. PRE-PRODUCTION SAMPLES**

1. The Contractor must provide two pre-production samples of each item, accompanied by the sealed samples if applicable, to the Technical Authority for acceptance within \_\_\_ calendar days from date of contract award.

Note:

Safety/Ankle Boots: The one pair is to consist of one full boot/shoe and the other to be cut in half to show the wood or plastic molded shank.

Running Shoes: The one pair is to consist of one full shoe and the other to be cut in half to show the composition of the outsole, midsole and insole.

2. If the first samples are rejected, the Contractor must submit the second samples within \_\_\_\_\_ calendar days of notification of rejection from the Technical Authority.

3. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.

4. The Contractor must provide the samples, and a copy of the inspection and test reports and certificates of compliance, to the Technical Authority, transportation charges prepaid, and without charge to Canada. The samples submitted by the Contractor will remain the property of Canada.

Safety Boots: All tests identified at Annex B

Court Shoes: All test identified at Annex D

Ankle Boots: no tests required

\*\* Certificates of Compliance are required for the following components:

Safety Boots: no Certificates required

Court Shoes: As identified at Annex C

Ankle Boots: no Certificates required

Laboratory analysis of the product offered showing test results for specific tests listed hereunder of physical properties detailed in the technical requirement must be provided with the pre-production samples. Testing must be performed by an independent accredited laboratory establishment and must be in accordance with the test methods detailed in the technical requirement. The laboratory report must not be dated before the publication date of the Request for Proposal.

5. The Technical Authority will notify the Contractor, in writing, of the conditional acceptance, acceptance or rejection of the samples. A copy of this notification is to be provided by the Technical Authority to the Contracting Authority. The notice of conditional acceptance or acceptance does not relieve the Contractor from complying with all requirements of the specification(s) and all other conditions of the Contract.

6. The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received notification from the Technical Authority that the samples are acceptable. Any production of items before sample acceptance will be at the sole risk of the Contractor.

7. Rejection by the Technical Authority of the second samples submitted by the Contractor for failing to meet the contract requirements, will be grounds for termination of the Contract for default.

8. The samples may not be required if the Contractor is currently in production. The request for waiver of samples must be made by the Contractor in writing to the Technical Authority. The waiving of this requirement will be at the discretion of the Technical Authority and will be evidenced, for contract administration purposes only, through a contract amendment.

#### **CERTIFICATE OF COMPLIANCE - DEFINITION**

A certificate of compliance is defined for this Contract as a signed and dated certification by an appropriate official of the component manufacturer (e.g. zipper, hook and loop, webbing, etc.). It must specifically address the adherence of the offered component to the specification or manufacturing data of the technical requirement.

A separate certificate of compliance is required for each individual product or component. It must be current (must be dated after RFP posting date); and must certify that the product for which the Certificate of Compliance was issued is the same product used in the pre-production samples and in the production units as applicable.

The Contractor is to note that copies of invoices, purchase orders and Certificate of Compliance for products or components that are not manufactured by the certifier are not suitable for use as a Certificate.

#### **16.1 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, but returned in the same condition as sent to the Contractor.

### **17. SPECIFICATIONS AND STANDARDS**

#### **17.1 Canadian General Standards Board (CGSB) - Standards**

A copy of the CGSB Standards referred to in the Contract is available and may be purchased from:

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Canadian General Standards Board  
Place du Portage III, 6B1  
11 Laurier Street  
Gatineau, Québec  
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)  
Fax: (819) 956-5740  
E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca  
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

## **18. FINANCIAL SECURITY**

1. Canada may convert the security deposit to the use of Canada if any circumstance exists which would entitle Canada to terminate the Contract for default, but any such conversion will not constitute termination of the Contract.
2. Where Canada so converts the security deposit:
  - (a) the proceeds will be used by Canada to complete the Work according to the conditions of the Contract, to the nearest extent that it is feasible to do so and any balance left will be returned to the Contractor on completion of the warranty period; and
  - (b) if Canada enters into a Contract to have the Work completed, the Contractor will:
    - (i) be considered to have irrevocably abandoned the Work; and
    - (ii) remain liable for the excess cost of completing the Work if the amount of the security deposit is not sufficient for such purpose. "Excess cost" means any amount over and above the amount of the Contract Price remaining unpaid together with the amount of the security deposit.
3. If Canada does not convert the security deposit to the use of Canada before completion of the contract period, Canada will return the security deposit to the Contractor within a reasonable time after such date.
4. If Canada converts the security deposit for reasons other than bankruptcy, the financial security must be reestablished to the level of the amount stated above so that this amount is continued and available until completion of the contract period.

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## ANNEX A STATEMENT OF REQUIREMENT

### **1. "AS AND WHEN REQUESTED" QUANTITIES - Identified as Items 7-9**

Under this Contract, the Contractor is required to provide certain goods to Canada on an "as and when requested" basis. Except as expressly provided in this Contract, Canada is not obliged to request any such goods under this Contract and this Contract does not represent a commitment to purchase such goods exclusively from the Contractor.

CSC may issue orders for "as and when requested" quantities directly to the Contractor detailing the exact quantities of goods being ordered and the delivery date during the effective period and in accordance with the predetermined conditions.

The quantity of "as and when requested" goods specified under items 7-9 is only an approximation of requirements.

Order for "as and when requested" quantities will be made on Form 942.

The period for placing "as and when requested" orders will be 24 months from contract award date.

The delivery of the "as and when requested" quantities must be made within \_\_\_\_\_ calendar days after receipt of the order document.

Deliveries made against orders of the "as and when requested" quantities will be inspected by the Consignee at destination.

#### **Order Limitation**

"As and when requested" orders must not exceed quantities stated at items 7-9.

"As and when requested" orders must not exceed \$ (to be established at contract).

#### **Financial Limitation**

The total cost to Canada resulting from orders of "as and when requested" quantities must not exceed the sum of \$ (to be established at contract) unless otherwise authorized in writing by the Contracting Authority. The Contractor must not be obligated to perform any work or services or supply any articles in response to orders which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

**2. OPTION QUANTITY(IES) - Identified as Items 10-12**

<b>Item</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit of Issue</b>	<b>Firm Unit Price, DDP, Transportation costs included, GST/HST extra</b>
10	Ankle Boots (Group 1)	Minimum 500 Maximum 1416	<b>Pair</b>	\$ _____
11	Safety Boots (Group 2)	Minimum 500 Maximum 1500	<b>Pair</b>	\$ _____
12	Running Shoes (Group 3)	Minimum 500 Maximum 11,388	<b>Pair</b>	\$ _____

The Contractor grants to Canada the irrevocable option to acquire the goods described above under the same terms and conditions and at the prices stated in the Contract. The option may only be exercised for a minimum of 1,500 up to a maximum of 14,304 distributed amongst the items by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option within 24 months after contract award date by sending a written notice to the Contractor.

Multiple amendments may result.

A size roll will be provided if and when the option is exercised.