



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

**11 Laurier St./ 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776**

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Title - Sujet INSOLE, GYM SHOES	
Solicitation No. - N° de l'invitation 21120-134108/A	Date 2012-06-29
Client Reference No. - N° de référence du client 21120-134108	
GETS Reference No. - N° de référence de SEAG PW-\$\$PR-700-60765	
File No. - N° de dossier pr700.21120-134108	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-08-14	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Battisti, Rita	Buyer Id - Id de l'acheteur pr700
Telephone No. - N° de téléphone (819) 956-3823 ()	FAX No. - N° de FAX (819) 956-5454
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Clothing and Textiles Division / Division des vêtements et des textiles

11 Laurier St./ 11, rue Laurier
6B1, Place du Portage
Gatineau, Québec K1A 0S5

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

Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	NATIONAL DEPOT CORRECTIONAL SERVICE OF CANADA 250 MONTEE ST-FRANCOIS ST-VINCENT-DE-PAUL, LAVAL, QC H7C 1S5	21120	CORRECTIONAL SERVICE OF CANADA 340 LAURIER AVE W. ATTN: SYLVIA BROOKINGS OTTAWA Ontario K1A0P9 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Year One: Insole, Gym Shoes (Firm Quantity)	D - 1	21120	24376	PR	\$ XXXXXXXXXXXXXX	See Herein	
2	Year Two: Insole, Gym Shoes (Firm Quantity)	D - 1	21120	24376	PR	\$ XXXXXXXXXXXXXX	See Herein	
3	As and when required, (Estimated quantity) • Insole, Gym Shoes AN OPTION QUANTITY IS ALSO REQUIRED. YOU ARE REQUESTED TO PROVIDE A FIRM UNIT PRICE FOR THE OPTION QUANTITY AT ANNEX A.	D - 1	21120	12200	PR	\$ XXXXXXXXXXXXXX	See Herein	

PART 1 - GENERAL INFORMATION

1. SECURITY REQUIREMENT
2. STATEMENT OF REQUIREMENT
3. DEBRIEFINGS

PART 2 - BIDDER INSTRUCTIONS

1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS
2. SUBMISSION OF BIDS
3. ENQUIRIES - BID SOLICITATION
4. APPLICABLE LAWS
5. SAMPLE
6. SEALED SAMPLE - RETURN TO SENDER
7. SPECIFICATIONS AND STANDARDS

PART 3 - BID PREPARATION INSTRUCTIONS

1. BID PREPARATION INSTRUCTIONS

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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

PART 5 - CERTIFICATIONS

1. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

PART 6 - RESULTING CONTRACT CLAUSES

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

ANNEX A - STATEMENT OF REQUIREMENT

1. SIZE ROLL FOR YEAR ONE
2. "AS AND WHEN REQUESTED" QUANTITY
3. OPTION QUANTITY

Solicitation No. - N° de l'invitation

21120-134108/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pr700

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

21120-134108

File No. - N° du dossier

pr70021120-134108

CCC No./N° CCC - FMS No/ N° VME

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.

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 (2012-03-02) 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: ninety (90) calendar days

2. SUBMISSION OF BIDS

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

3. ENQUIRIES - BID SOLICITATION

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

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

4. APPLICABLE LAWS

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

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

5. SAMPLE

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

Public Works & Government Services Canada
Supply Directorate
6th floor
1550 ave D'Estimauville

Solicitation No. - N° de l'invitation

21120-134108/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pr700

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

21120-134108

File No. - N° du dossier

pr70021120-134108

CCC No./N° CCC - FMS No/ N° VME

Quebec, Que. G1J 0C7

TEL: 418-649-2840 or 418-649-2872

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

6. SEALED SAMPLE - RETURN TO SENDER

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

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

Solicitation No. - N° de l'invitation

21120-134108/A

Amd. No. - N° de la modif.

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

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pr70021120-134108

CCC No./N° CCC - FMS No/ N° VME

Gatineau, Québec

Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)

Fax: (819) 956-5740

E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca

CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

PART 3 - BID PREPARATION INSTRUCTIONS

1. BID PREPARATION INSTRUCTIONS

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

Section I - Technical Bid (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.

1.1 SACC Manual Clause

C3011T

2010/01/11

Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. EVALUATION PROCEDURES

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

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

1.1 TECHNICAL EVALUATION

1.1.1 MANDATORY TECHNICAL CRITERIA

PRE-AWARD SAMPLE AND SUPPORTING DOCUMENTATION

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

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

The Bidder must deliver the required pre-award sample at no charge to Canada and must ensure that it is received with the bid at time and place of bid closing. Failure to submit the required pre-award sample within the specified time frame will result in the bid being declared non-responsive. The sample submitted by the Bidder will remain the property of Canada.

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

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

1.2 FINANCIAL EVALUATION

1.2.1 MANDATORY FINANCIAL CRITERIA

- a. The Bidder must submit firm unit prices in Canadian dollars, 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 option 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 will be recommended for award of a contract (1 contract only). Evaluation will be established using the firm quantity for all items, 100% of the option quantity and 100% of the "as and when requested" quantity.

3. CONTRACT FINANCIAL SECURITY

1. If this bid is accepted, the Bidder may be required to provide contract financial security, after the bid closing date and within 10 calendar days from receipt of a written request from the Contracting Authority.

(a) a security deposit as defined in clause "Security Deposit Definition" in the amount of up to ten percent (10%) of the contract price.

2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmaturing, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.

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

4. 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;
 - (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;
- (b) () is not subject to the FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;

Solicitation No. - N° de l'invitation

21120-134108/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pr700

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

21120-134108

File No. - N° du dossier

pr70021120-134108

CCC No./N° CCC - FMS No/ N° VME

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- (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>

PART 6 - RESULTING CONTRACT CLAUSES

1. SECURITY REQUIREMENT

There is no security requirement associated with the requirement.

2. STATEMENT OF REQUIREMENT

The Contractor must provide the items detailed under the "Line Item Detail" and the "Requirement" at Annex A.

2.1 Technical Requirement - Supplies must conform to:

1. Purchase description CAG-2-0505-764A - Annex "B"
2. Sealed Sample

Size roll is attached - Annex "A "

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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2012/03/02), General Conditions - Goods (Medium complexity) apply to and form part of the Contract.

4. TERM OF CONTRACT

4.1 Delivery Required (Desirable) - YEAR ONE Firm Quantity

All firm deliverables are requested complete by January 1, 2013.

Delivery - Firm Quantity - Phased

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

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

YEAR TWO SIZE ROLL WILL BE PROVIDED IN SPRING 2013.

Delivery - Firm Quantity YEAR TWO

The first delivery must be made within ____ calendar days from receipt of size roll. The quantity delivered must be ____ pairs. The balance must be delivered at the rate of ____ pairs weekly after the first delivery until completion of the Contract.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Delivery - Option Quantity

The delivery of the option quantity must commence within ____ calendar days from receipt of the contract amendment and after final delivery of the contract quantity and the quantity must be ____ pairs. The balance must be shipped at a rate of ____ pairs weekly after the first delivery until completion of the option quantity.

4.1.1 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered Delivered Duty Paid (DDP) Laval, Quebec Incoterms 2000 for shipments from commercial contractor.

4.1.2 Packaging - Commercial

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

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.

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

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 commercial outlets, all Correctional Services Canada 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) The general conditions 2010A (2012/03/02), General Conditions - Goods (Medium Complexity);
- c) Annex A, Statement of Requirement;
- d) Purchase Description;
- e) Sealed Sample;
- f) The Contractor's bid dated _____

11. SACC MANUAL CLAUSES

C2611C 2007/11/30 Customs Duties - Contractor Importer

C2801C 2011/05/16 Priority Rating - Canadian-based Contractors

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.

13. 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 _____

14. PLANT LOCATION

Items will be manufactured at: _____

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.

16. OVERSHIPMENT

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

17. PRE-PRODUCTION SAMPLES

1. The Contractor must provide two pre-production samples of the item, accompanied by the sealed sample if applicable, to the Technical Authority for acceptance within ____ calendar days from date of contract award.
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 to the Technical Authority, transportation charges prepaid, and without charge to Canada. The samples submitted by the Contractor will remain the property of Canada.
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 will 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 a written 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 Contracting 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.

17.1 Sealed Sample - Return to Sender

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

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

18. SPECIFICATIONS AND STANDARDS

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>

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.

Solicitation No. - N° de l'invitation

21120-134108/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pr700

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

21120-134108

File No. - N° du dossier

pr70021120-134108

CCC No./N° CCC - FMS No/ N° VME

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 STATEMENT OF REQUIREMENT

1. SIZE ROLL - YEAR ONE FIRM QUANTITY

NSN	Size	Unit of Issue	Destination - Laval, Quebec Quantity
8335-21-905-6405	8	PR	2,160
8335-21-905-6406	9	PR	5,040
8335-21-905-6407	10	PR	6,048
8335-21-905-6408	11	PR	5,760
8335-21-905-6409	12	PR	3,600
8335-21-905-6410	13	PR	1,768
Total			24,376

2. "AS AND WHEN REQUESTED" QUANTITY - Identified as Item 3

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" quantity 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 item 3 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 36 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 will be for quantities between 500 and 12,200 pairs.

"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.

3. OPTION QUANTITY- Identified as Item 4

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, GST/HST extra
4	Insoles, gym shoes	Minimum 5,000 Maximum 24,376	Pair	\$ _____

The Contractor grants to Canada the irrevocable option to acquire the goods described under item 4 and under the same terms and conditions and at the prices stated in the Contract. The option may only be exercised by the Contracting Authority for a minimum of 5,000 up to a maximum of 24,376 through a contract amendment.

The Contracting Authority may exercise the option within 36 months after contract award date by sending a written notice to the Contractor.

Only one amendment may be issued to exercise this option.

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