

**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 TOQUES	
<b>Solicitation No. - N° de l'invitation</b> 21120-142286/A	<b>Date</b> 2013-11-01
<b>Client Reference No. - N° de référence du client</b> 21120-14-1952286	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PR-700-63810	
<b>File No. - N° de dossier</b> pr700.21120-142286	<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 2013-12-16</b>	
<b>Time Zone</b> Fuseau horaire Eastern Standard Time EST	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input 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> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Clothing and Textiles Division / Division des vêtements et des textiles  
11 Laurier St./ 11, rue Laurier  
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>

Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	DEPOT NATIONAL / NATIONAL DEPOT CORRECTIONAL SERVICE CANADA 250 MONTEE ST-FRANCOIS VILLE DE LAVAL, QUEBEC, 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.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	TOQUES, MALE, NAVY BLUE, YEAR ONE, ONE SIZE, FIRM QUANTITY	D - 1	21120	15120	Each	\$	\$		See Herein	
2	TOQUES, MALE, NAVY BLUE, YEAR TWO, ONE SIZE, FIRM QUANTITY	D - 1	21120	15120	Each	\$	\$		See Herein	
3	TOQUES, MALE, NAVY BLUE, YEAR THREE, ONE SIZE, FIRM QUANTITY	D - 1	21120	15120	Each	\$	\$		See Herein	
4	TOQUES, MALE, NAVY BLUE, AS & WHEN QUANTITY) ONE SIZE, AS & WHEN REQUESTED QUANTITY, NOT GUARANTEED. ESTIMATED. • 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	30000	Each	\$	\$		See Herein	

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**LIST OF ANNEXES**

**ANNEX A - REQUIREMENT**

1. "AS AND WHEN REQUESTED" QUANTITY
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Buyer ID - Id de l'acheteur

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## **PART 1 - GENERAL INFORMATION**

### **1. SECURITY REQUIREMENT**

There is no security requirement associated with this bid solicitation.

### **2. REQUIREMENT**

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

### **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 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 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 (2013-06-01) 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

### **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

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6th floor

1550 ave D'Estimauville

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) 497-3564

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. SPECIFICATIONS AND STANDARDS**

### **6.1 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

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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 should:

1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

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

3) Green Initiatives (for PWGSC information only)

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

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

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

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

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

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

##### **1.1 Exchange Rate Fluctuation**

C3011T            2010/01/11            Exchange Rate Fluctuation

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

Bidders must submit the certifications required under Part 5.

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## **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 and certificate of compliance 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 fully 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 and certificate of compliance 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 and certificate of compliance 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.

In addition, Certificate of Compliance for the yarn stated at page 2 of the Purchase Description is required as defined herein.

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

The requirement for a pre-award sample and certificate of compliance will not relieve the successful bidder from submitting samples and certificate 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. 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 dated within six 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-award samples 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, applicable taxes are excluded, 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" quantity.

### 1.2.2 SACC MANUAL CLAUSE

A9033T 2012/07/16 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 quantities for the item, 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 unexpired, 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;

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- (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.

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**PART 5 - CERTIFICATIONS**

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

**1. MANDATORY CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD****1.1 CODE OF CONDUCT AND CERTIFICATIONS - RELATED DOCUMENTATION**

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2000. The related documentation therein required will assist Canada in confirming that the certifications are true.

**1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

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

**1.3 SAMPLE AND PRODUCTION CERTIFICATION**

The Bidder certifies that:

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

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

### **1. SECURITY REQUIREMENT**

There is no security requirement applicable to this Contract.

### **2. 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:**

- A) **Purchase Description CAG-8-9611-313D - Annex B**
- B) **Sealed Sample**

### **3. STANDARD CLAUSES AND CONDITIONS**

All instructions, 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.

#### **3.1 General Conditions**

2010A (2013/04/25), General Conditions - Goods (Medium complexity) apply to and form part of the Contract.

### **4. TERM OF CONTRACT**

#### **4.1 Delivery**

##### **Delivery Required (Desirable) - Firm Quantity YEAR ONE**

All firm deliverables are requested complete by April 2014.

##### **Delivery offered - Firm Quantity - YEAR ONE**

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 \_\_\_\_\_ ea. The balance must be delivered at the rate of \_\_\_\_\_ ea per week after the first delivery until completion.

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##### **Delivery Required (Desirable) - Firm Quantity - YEAR TWO**

All firm deliverables under any resulting contract **are requested** complete by September 2015. **The quantities required by size will be provided to the manufacturer by April/May 2015.**

##### **Delivery offered - Firm Quantity - YEAR TWO**

The first delivery must be made within \_\_\_\_\_ calendar days **from the date of receipt of size roll**. The quantity delivered must be \_\_\_\_\_ ea. The balance must be delivered at the rate of \_\_\_\_\_ ea per week after the first delivery until completion.

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##### **Delivery Required (Desirable) - Firm Quantity - YEAR THREE**

All firm deliverables under any resulting contract **are requested** complete by September 2016. **The quantities required by size will be provided to the manufacturer by April/May 2016.**

**Delivery offered - Firm Quantity - YEAR THREE**

The first delivery must be made within \_\_\_\_\_ calendar days **from the date of receipt of size roll**. The quantity delivered must be \_\_\_\_\_ea. The balance must be delivered at the rate of \_\_\_\_\_ea per week after the first delivery until completion.

**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 \_\_\_\_\_ea. The balance must be shipped at a rate of \_\_\_\_\_ea per week after the first delivery until completion.

**4.1.1 Packing, Packaging and Marking****Packaging to be done in 12 units per package, 144 units per case.**

Best commercial packaging standards, to ensure safe arrival at destination and in accordance with the Purchase Description.

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 1 size and colour (one size and colour per carton).

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 of Canada  
Materiel Management  
340 Laurier Ave. West  
Ottawa, Ontario  
ATTN: Sylvia Brookings

All goods must be delivered on skids.

**4.1.2 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 &amp; 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 &amp; 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 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**

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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 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.

## **6.2 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 Contracting Authority identified under the section entitled "Authorities" of the Contract.

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

## **8. CERTIFICATIONS**

### **8.1 Compliance**

Compliance with the certifications and related documentation 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, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## **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.

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- a) the Articles of Agreement;
  - b) the general conditions 2010A (2013/04/25), General Conditions - Goods (Medium Complexity);
  - c) Annex A, Requirement;
  - d) Purchase Description;
  - e) Sealed Sample;
  - f) the Contractor's bid dated \_\_\_\_\_

**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 the item, accompanied by the sealed sample if applicable, to the Technical Authority for acceptance within \_\_\_ calendar days from date of contract.
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 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 through a contract amendment.

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

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

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

### **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:

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>

### **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

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(ii) remain liable for the excess cost of completing the Work if the amount of the security deposit is not sufficient for such purpose. "Excess cost" means any amount over and above the amount of the Contract Price remaining unpaid together with the amount of the security deposit.

3. If Canada does not convert the security deposit to the use of Canada before completion of the contract period, Canada will return the security deposit to the Contractor within a reasonable time after such date.

4. If Canada converts the security deposit for reasons other than bankruptcy, the financial security must be reestablished to the level of the amount stated above so that this amount is continued and available until completion of the contract period.

## ANNEX A REQUIREMENT

### **1. "AS AND WHEN REQUESTED" QUANTITY - Identified as Item 4**

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 4 is only an approximation of requirements.

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

The period for placing "as and when requested" orders will be 48 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 \$ (to be established at contract).

Minimum quantity: 500 ea

Maximum quantity: 30,000

#### **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), applicable taxes extra, 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 - Identified as Item 5**

<b>Item</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit of Issue</b>	<b>Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra</b>
<b>5</b>	TOQUES, MALE, NAVY BLUE	Minimum 10,000 Maximum 30,000	<b>Each</b>	\$ _____

The Contractor grants to Canada the irrevocable option to acquire the goods described under item 5 and under the same terms and conditions and at the prices stated in the Contract. The option may only be exercised by the

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Contracting Authority for a minimum of 10,000 up to a maximum of 30,000 and will be evidenced through a contract amendment.

The Contracting Authority may exercise the option within 48 months after contract award date by sending a written notice to the Contractor.

Only one amendment may be issued to exercise this option.