

**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 21120-154971/A	Date 2014-10-21
Client Reference No. - N° de référence du client 21120-154971	
GETS Reference No. - N° de référence de SEAG PW-\$\$PR-750-65950	
File No. - N° de dossier pr750.21120-154971	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-12-04	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Burelle, Thérèse	Buyer Id - Id de l'acheteur pr750
Telephone No. - N° de téléphone (819) 956-0396 ()	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
6A2, 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	

Solicitation No. - N° de l'invitation

21120-154971/A

Amd. No. - N° de la modif.

File No. - N° du dossier

pr75021120-154971

Buyer ID - Id de l'acheteur

pr750

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

21120-154971

CCC No./N° CCC - FMS No/ N° VME

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INSOLE, GYM SHOES

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this bid solicitation.

2. Requirement

The "Requirement" is detailed under 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.

4. Trade Agreements

"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP) and the North American Free Trade Agreement (NAFTA) and the Agreement on Internal Trade (AIT)".

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 (2014/09/25) 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

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
Quebec, Que. G1J 0C7
TEL: 418-649-2840 or 418-649-2872
FAX: 418-648-2209
Attention: Solange Labrie (solange.labrie@tpsgc-pwgsc.gc.ca)

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
Attention: Viviane Rouhault (viviane.rouhault@tpsgc-pwgsc.gc.ca)

Public Works & Government Services Canada
Suite 480, 33 City Centre Drive
Mississauga, Ont. L5B 2N5
TEL: 905-615-2070
FAX 905-615-2060
Attention: Antoine Gnohou (antoine.gnohou@tpsgc-pwgsc.gc.ca)

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
Attention: Bev Laurin (bev.laurin@tpsgc-pwgsc.gc.ca)

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
Attention: Nicole Boucher (wst-pa-edm@tpsgc-pwgsc.gc.ca)

Public Works & Government Services Canada
Pacific Region, SOSB, Industrial & Commercial Products
219 - 800 Burrard Street
Vancouver, B.C V6Z 0B9
TEL: 604-775-7630
FAX: 604-775-7526
Attention: Linda Harding (linda.harding@pwgsc-tpsgc.gc.ca)

6. 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
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 (2 hard copy)
Section II - Financial Bid (1 hard copy)
Section III - Certifications (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation;

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement
<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html> .

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 2013/11/06 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 001 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 at no charge to Canada and must ensure that it 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 samples as required by the contract terms or from strictly adhering to the technical requirement of this Request for Proposal and any resultant contract.

NOTE: The bidder's name and address must not appear anywhere on the pre-award sample.

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 all items and 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; or
 - (e) the Canada Post Corporation.
3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:

- (a) payable to bearer;
 - (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the *Domestic Bonds of Canada Regulations*;
 - (c) registered in the name of the Receiver General for Canada.
4. "irrevocable standby letter of credit"
- (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
 - (i) will make a payment to or to the order of Canada, as the beneficiary;
 - (ii) will accept and pay bills of exchange drawn by Canada;
 - (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
 - (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
 - (b) must state the face amount which may be drawn against it;
 - (c) must state its expiry date;
 - (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
 - (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
 - (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
 - (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information 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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions 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) available from Employment and Social Development Canada (ESDC)-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.

2. Additional Certifications Required 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

2.1 Samples 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.

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 “Requirement” at Annex A.

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

2030 (2014/09/25), General Conditions – Goods (Higher Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Delivery Date

Delivery Required (Desirable) - Firm Quantity – Year One – Item 001

All firm deliverables are requested complete by April 1st, 2015.

Delivery - Firm Quantity - Phased – Year One – Item 001

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.

Delivery Required (Desirable) - Firm Quantity – Year Two – Item 002

Year two size roll will be provided in Spring 2015.

Delivery - Firm Quantity - Phased – Year Two – Item 002

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.

Delivery - Option 1 – Item 004

The delivery of the option quantity must commence within _____ calendar days from receipt of the contract amendment and after final delivery of the contract quantity. The quantity delivered must be _____ 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 Delivery - Appointments

The Contractor must make deliveries to the warehouse in Laval by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the warehouse at 450-664-6623 or 450-661-9550 ext. 3216, between 7:30 a.m. and 4:00 p.m. The warehouse may refuse shipments when prior arrangements have not been made.

4.1.2 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered:

(a) Delivered Duty Paid (DDP) (Laval, Quebec) Incoterms 2000 for shipments from commercial contractor.

4.1.3 Packaging - Commercial

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

All boxes, cartons, etc. are to be labelled with the NATO stock number, description, contract number, requisition number (or Firm year 1, year 2, Option) and quantities.

Each skid must contain the same size.

The insoles are to be banded in pairs or in poly bags with the size indelibly marked on the band or bag. There shall be twelve (12) pairs per package and 144 pairs per carton.

All boxes are to be Doublewall box that meets the following requirement of 44 Edge crush test (ECT) Lbs/in.

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

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

4.1.4 Rejected Goods

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

5. AUTHORITIES

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Thérèse Burelle
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 : 819-956-0396 Facsimile: 819-956-5454
E-mail address: therese.burelle@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
Attention: 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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex A for a cost of \$ (amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

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

6.2 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
Attention: National Clothing Program

(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

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

- a) the Articles of Agreement;
- b) the general conditions 2030 (2014/09/25), General Conditions - Goods (Higher Complexity);
- c) Annex A, Requirement;
- d) Annex B, Purchase Description;
- e) Sealed Sample;
- f) the Contractor's bid dated _____.

11. SACC Manual Clauses

C2611C 2007/11/30 Customs Duties - Contractor Importer
C2800C 2013/01/28 Priority Rating
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 items Specified. The delivery stated for the items 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.

Year 2014/2015

Christmas Holiday

FROM _____

TO _____

Summer Holiday

FROM _____

TO _____

Year 2015/2016

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 (2) pre-production samples of item 001, accompanied by the sealed sample if applicable, to the Technical Authority for acceptance within ____ calendar days from date of contract award.
2. If the pre-production samples are rejected, the Contractor must submit second pre-production samples within ____ calendar days of notification of rejection from the Technical Authority.
3. If the pre-production samples are accepted by either full acceptance or conditional acceptance, the Contractor must proceed with production as per the Contract requirements.
4. Rejection by the Technical Authority of the second pre-production samples submitted by the Contractor for failing to meet the contract requirements will be grounds for termination of the Contract for default.
5. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.
6. In addition to providing the pre-production samples, the Contractor must provide a copy of the inspection reports, as applicable, to the Contracting Authority and Technical Authority, transportation charges prepaid, and without charge to Canada.
7. The pre-production samples submitted by the Contractor will remain the property of Canada.
8. The Technical Authority will notify the Contractor, in writing, of the full acceptance, conditional acceptance, or rejection of the pre-production samples. A copy of this notification will also be provided by the Technical Authority to the Contracting Authority. The notice of the full acceptance or conditional acceptance does not relieve the Contractor from complying with all requirements and conditions of the Contract.
9. The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received a written notification from the Technical Authority that the pre-production samples are fully acceptable or conditionally acceptable. Any production of items before pre-production sample acceptance will be at the sole risk of the Contractor.

10. The pre-production samples may not be required if the Contractor is currently in production. The request for waiver of pre-production samples must be made by the Contractor in writing to the Contracting Authority. The waiving of this requirement will be at the sole discretion of the Technical Authority and will be evidenced through a contract amendment.

17.1 Sealed Sample - Guidance Only

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

17.2 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.

18. 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.

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. TECHNICAL REQUIREMENT

The Contractor is required to provide Canada for the Correctional Service of Canada (CSC) with Insole, Gym Shoes.

The items must be manufactured in accordance with the following standards:

- Annex B, Purchase Description CAG-2-0505-764A, Insole, Full Length Arch Support (Gym Shoes), Inmates, Correctional Service Canada; and
- Sealed Sample.

2. ADDRESSES

Destination Address	Invoicing Address
DEPOT NATIONAL Correctional Services Canada 250 Montée St-François Laval, Quebec H7C 1S5	Correctional Services of Canada Support Services 340 Laurier Ave. West Ottawa, Ontario K1A 0P9 Attention: Clothing Services

3. DELIVERABLES

CONTRACT QUANTITY

Firm Quantity – Year one

Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
001	Insole, Gym Shoes	30,240	pair	\$ _____

SIZE ROLL

Stock Number	Size	Unit	Quantity
8335-21-905-6403	6	pair	288
8335-21-905-6404	7	pair	720
8335-21-905-6405	8	pair	2,448
8335-21-905-6406	9	pair	6,480
8335-21-905-6407	10	pair	6,480
8335-21-905-6408	11	pair	5,760
8335-21-905-6409	12	pair	4,320
8335-21-905-6410	13	pair	3,168
8335-21-905-6411	14	pair	288
8335-21-905-6412	15	pair	288
Total quantity			30,240

Firm Quantity – Year two

Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
002	Insole, Gym Shoes	30.240	pair	\$ _____

Year two size roll will be provided in Spring of 2015.

“As and When Requested” Quantity

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
003	Insole, Gym Shoes	15.120	pair	\$ _____

Option 1

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
004	Insole, Gym Shoes	30.240	pair	\$ _____

4. “AS AND WHEN REQUESTED” QUANTITY - Identified as Item 003

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 003 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 36 months from contract award date.

The delivery of the “as and when requested” quantity must be made within _____ calendar days after receipt of the order document.

Deliveries made against orders of the “as and when requested” quantity will be inspected by the Consignee at destination.

Order Limitation

“As and when requested” orders will be for quantities between 500 pairs and 15,120 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), 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.

5. OPTION QUANTITY - Identified as Item 004

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 pairs up to a maximum of 30,240 pairs and will be evidenced 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.

PURCHASE DESCRIPTION

ITEM: INSOLE, FULL LENGTH ARCH SUPPORT (Gym Shoes), INMATES, CORRECTIONAL SERVICE CANADA

SCOPE:

This purchase description describes the requirements for Correctional Service Canada, Insole, full length with heel cup and arch support for athletic shoes.

Insole shall be a neoprene injection with nitrogen bubbles, moulded or polyethylene thermo foam moulded, white with charcoal grey, and black or blue nylon/polyester plain 1x1 rib knit liner. Shock absorbing pads installed on the bottom of the insole of sufficient size to cover the areas of impact of the calcaneus and metatarsal.

Sealed Sample:

A sealed sample identified by this purchase description number shall form part of this requirement. Finished products shall be equivalent to sealed sample in all respects not covered by the present purchase description.

The article or material covered by this purchase description shall be free from imperfections or blemishes, such as may affect its appearance or serviceability.

APPLICABLE PUBLICATIONS:

The following publication shall form part of this requirement:

ASTM D-3575: Compression Set

This standard can be ordered by contacting:

American Society for Testing and Materials (ASTM),
1916 Race Street,
Philadelphia, PA

MATERIALS AND MANUFACTURE:

Contractor's Supply:

Material:

Base 5/32" (4 mm) cross linked polyethylene foam, natural.
Density: 4 lbs / ft³
Tensile Strength: 85 PSI

DESCRIPTION D'ACHAT

ARTICLE : SEMELLE, SOUTIEN DE VOÛTE PLANTAIRE PLEINE LONGUEUR (Chaussures de sports) POUR DÉTENUS, SERVICE CORRECTIONNEL DU CANADA

OBJET :

La présente description d'achat renferme les exigences relatives à une semelle intérieure pleine longueur avec une coque talonnière et un support plantaire pour chaussures d'athlétisme pour le Service correctionnel du Canada.

La semelle intérieure doit être moulée par injection en néoprène avec bulles d'azote ou thermoformée en polyéthylène blanc et gris anthracite avec garniture en tricot à côte 1 x 1 en nylon/polyester, noire ou bleue. Des coussinets amortisseurs fixés à la face inférieure de la semelle intérieure doivent être de taille suffisante pour recouvrir les zones d'impact du calcaneum et du métatarse.

Échantillon réglementaire :

Un échantillon réglementaire portant le numéro de la présente description d'achat doit faire partie de la présente exigence. Les articles finis doivent être identiques en tous points à l'échantillon réglementaire, y compris toute propriété non mentionnée dans la présente description d'achat. L'article ou le matériel stipulé dans la présente description d'achat ne doit comporter aucune imperfection ou défectuosité qui pourrait compromettre son apparence ou sa tenue en service.

PUBLICATION APPLICABLE :

La publication suivante doit faire partie de la présente description d'achat :

ASTM D-3575 : Compression Set

La norme peut être commandée de :

American Society for Testing and Materials (ASTM)
1916 Race Street,
Philadelphia, PA

MATÉRIEL ET CONFECTION :

Matériel fourni par l'entrepreneur :

Cover: 100% polyester knit – 6.4 oz, 150 denier (167 d'tex) laminated to 0.125 Memory foam 6 lb.

Cushion Pads: 0.093: cellular polyurethane
Density: 17 lbs/f³
Tensile Strength: 125 PSI
Compression Set: 2% (ASTM D-3575)

Production Process:

1. Injection moulding: Neoprene injected with nitrogen bubbles and covered with multi-stretch nylon with full length arch support, 4 mm thick.
2. Thermo moulding: Polyethylene thermo-form moulded (cushion) with heel cup and arch support. Shock absorbing pads shall be installed on the bottom of the insole of sufficient size to cover the areas of impact of the calcaneus and metatarsal.

Finished Forefoot Thickness:
Shall be 0.170" – 0.240".

INSOLE SIZE CHART

SIZES for Men's: 6, 7, 8, 9, 10, 11, 12, 13, 14, 15

SIZES for Women's: 5, 6, 7, 8, 9, 10

PACKAGING

Shall be in accordance with best commercial standards unless otherwise specified in procurement document.

Base : 5/32 po (4 mm) de mousse de polyéthylène réticulé, naturel
Masse volumique : 4 lb/pi³
Résistance à la traction : 85 lb/po²

Enveloppe : 100 % tricot de polyester - 6,4 oz, 150 deniers (167 décitex) contrecollé à 0,125 de mousse 6 lb à mémoire de forme.

Coussinets amortisseurs : 0,093 polyuréthane alvéolaire
Masse volumique : 17 lb/pi³
Résistance à la rupture : 125 lb/po²
Rémanence à la compression : 2 % (ASTM D-3575)

Procédé de production :

1. Moulage par injection : néoprène injecté avec bulles d'azote et recouvert d'un nylon à extensions multiples avec un support plantaire pleine longueur de 4 mm d'épaisseur.

2. Thermoformage : polyéthylène moulé par thermoformage (coussinet) avec une coque talonnière et un support plantaire. Les coussinets amortisseurs doivent être fixés à la face inférieure de la semelle intérieure et être d'une taille suffisante pour recouvrir les zones d'impact du calcaneum et du métatarse.

Épaisseur finie de l'avant-pied :
Elle doit être de 0,170 po à 0,240 po.

POINTURES DES SEMELLES INTÉRIEURES

POINTURES pour hommes : 6, 7, 8, 9, 10, 11, 12, 13, 14, 15

POINTURES pour femmes : 5, 6, 7, 8, 9, 10

CONDITIONNEMENT

Sauf indication contraire du document d'achat, le conditionnement doit être conforme aux meilleurs usages commerciaux.

**THIS PURCHASE DESCRIPTION IS PREPARED BY THE CLOTHING ADVISORY SERVICE
OF PUBLIC WORKS & GOVERNMENT SERVICES CANADA, ON BEHALF OF
CORRECTIONAL SERVICE CANADA, AND IS RECOMMENDED BY:**

**LA PRÉSENTE DESCRIPTION D'ACHAT EST PRÉPARÉE PAR LE SERVICE CONSULTATIF
SUR L'HABILLEMENT DE TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX
CANADA, POUR LE SERVICE CORRECTIONNEL DU CANADA, ET ELLE EST
RECOMMANDÉE PAR :**

Clothing Advisory Consultant
Conseiller/Conseillère au service consultatif sur l'habillement

Date

**RECOMMENDATION APPROVED BY:
RECOMMANDATION APPROUVÉE PAR :**

Manager, Clothing and Textiles Division
Gestionnaire, Division des vêtements et des textiles

Date

**APPROVED FOR CORRECTIONAL SERVICE CANADA BY:
APPROUVÉE POUR LE SERVICE CORRECTIONNEL DU CANADA PAR :**

Name/nom

Title/titre

Date