

**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 0B2 / Noyau 0B2  
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> sandales de douche	
<b>Solicitation No. - N° de l'invitation</b> 21120-156909/A	<b>Date</b> 2014-12-01
<b>Client Reference No. - N° de référence du client</b> 21120-156909	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PR-754-66260	
<b>File No. - N° de dossier</b> pr754.21120-156909	<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 2015-01-08</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Bowie, Kimberly	<b>Buyer Id - Id de l'acheteur</b> pr754
<b>Telephone No. - N° de téléphone</b> (819) 997-8505 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5454
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  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

<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>

Solicitation No. - N° de l'invitation

21120-156909/A

Amd. No. - N° de la modif.

File No. - N° du dossier

pr75421120-156909

Buyer ID - Id de l'acheteur

pr754

CCC No./N° CCC - FMS No/ N° VME

21120-156909

---

**This page has been left blank intentionally.**

## TABLE OF CONTENTS

### **PART 1 - GENERAL INFORMATION**

- 1.1 SECURITY REQUIREMENT
- 1.2 REQUIREMENT
- 1.3 DEBRIEFINGS

### **PART 2 - BIDDER INSTRUCTIONS**

- 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS
- 2.2 SUBMISSION OF BIDS
- 2.3 ENQUIRIES - BID SOLICITATION
- 2.4 APPLICABLE LAWS
- 2.5 SAMPLE
- 2.6 SEALED SAMPLE(S) - RETURN TO SENDER
- 2.7 SPECIFICATIONS AND STANDARDS

### **PART 3 - BID PREPARATION INSTRUCTIONS**

- 3.1 BID PREPARATION INSTRUCTIONS

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

- 4.1 EVALUATION PROCEDURES
- 4.2 BASIS OF SELECTION
- 4.3 CONTRACT FINANCIAL SECURITY
- 4.4 SECURITY DEPOSIT DEFINITION

### **PART 5 – CERTIFICATIONS**

- 5.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

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

- 6.1 SECURITY REQUIREMENT
- 6.2 REQUIREMENT
- 6.3 STANDARD CLAUSES AND CONDITIONS
- 6.4 TERM OF CONTRACT
- 6.5 AUTHORITIES
- 6.6 PAYMENT
- 6.7 INVOICING INSTRUCTIONS
- 6.8 CERTIFICATIONS
- 6.9 APPLICABLE LAWS
- 6.10 PRIORITY OF DOCUMENTS
- 6.11 MATERIALS: CONTRACTOR TOTAL SUPPLY
- 6.12 PLANT CLOSING
- 6.13 PLANT LOCATION
- 6.14 SUBCONTRATOR(S)
- 6.15 OVERSHIPMENT
- 6.16 PRE-PRODUCTION SAMPLE(S)
- 6.17 SPECIFICATIONS AND STANDARDS
- 6.18 FINANCIAL SECURITY

## **LIST OF ANNEXES**

### **ANNEX "A" - REQUIREMENT ,**

1. TECHNICAL REQUIREMENT
2. ADDRESSES
3. DELIVERABLES
4. "AS AND WHEN REQUESTED" QUANTITY
5. OPTION QUANTITY

## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirement**

There is no security requirement associated with this bid solicitation.

### **1.2 Requirement**

The "Requirement" is detailed under Annex A of the resulting contract clauses.

### **1.3 Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (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: 60 days

Insert: 120 days

### **2.2 Submission of Bids**

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

### **2.3 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.

### **2.4 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.

## **2.5 Sample**

Samples 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: 418-649-2714  
FAX: 418-648-2209  
Attention: [Micheline Naud \(micheline.naud@tpsgc-pwgsc.gc.ca\)](mailto:micheline.naud@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 \(viviane.rouhault@tpsgc-pwgsc.gc.ca\)](mailto: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 \(antoine.gnohou@tpsgc-pwgsc.gc.ca\)](mailto: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 \(bev.laurin@tpsgc-pwgsc.gc.ca\)](mailto: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 \(wst-pa-edm@tpsgc-pwgsc.gc.ca\)](mailto: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 \(linda.harding@pwgsc-tpsgc.gc.ca\)](mailto:linda.harding@pwgsc-tpsgc.gc.ca)

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

The sealed sample which may have been sent to you, are 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.

## **2.9 Specifications and Standards**

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

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

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

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid ( 3 hard copy)  
Section II: Financial Bid ( 1 hard copy)  
Section III: Certifications (1 hard copy)  
Section IV: Additional Information ( 1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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) (<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.

#### **3.1.1 Exchange Rate Fluctuation**

C3011T          2013/11/06          Exchange Rate Fluctuation

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

### **Section IV: Additional Information**

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

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

##### **Pre-Award Sample(s) and Supporting Documentation**

As part of the technical evaluation, to confirm a Bidder's capability of meeting the technical requirements, two (2) pairs of pre-award samples of **the item** must be included with the bid.

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

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

The pre-award samples will be evaluated for quality of workmanship and conformance to specified manufacturing process and finishing.

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.

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Mandatory Financial Criteria

- a. The Bidder must submit firm unit price 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" quantities.

##### 4.1.2.2 SACC MANUAL CLAUSE

A9033T 2012/07/16 Financial Capability

#### 4.2 Basis of Selection

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

The responsive bid with the lowest evaluated aggregate price will be recommended for award of a contract (1 contract only). Evaluation will be established using the firm quantities for the item, including 100% of the option quantity and 100% of the "as and when requested" quantity.

#### 4.3 Contract Financial Security

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

#### 4.4 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.

### **5.1 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 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.

### 5.1.1 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.

### 5.1.2 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](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) 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](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

### 5.1.3 Additional Certifications Precedent to Contract Award

#### 5.1.3.1 Samples and Production Certification

The Bidder certifies that:

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

#### 5.1.3.2 Rate or Price Certification

##### **Price Certification - Foreign Suppliers**

By submitting a bid, the Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for like quality and quantity of the goods, services or both.

## PART 6 - RESULTING CONTRACT CLAUSES

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

### 6.2 Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex A.

### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

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

### 6.4 Term of Contract

#### 6.4.1 Delivery Date

All the deliverables must be received on or before \_\_\_\_\_.

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

All firm deliverables are requested complete by **April 2015 – May 2015**.

**Delivery - 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 \_\_\_\_\_ pairs. The balance must be delivered at the rate of \_\_\_\_\_ pairs weekly after the first delivery until completion of the Contract.

**YEAR TWO SIZE ROLL WILL BE PROVIDED SPRING 2016****Delivery - Firm Quantity – Year Two**

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 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**. 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.

**6.4.1.1 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.

**6.4.1.2 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.

**6.4.1.3 Packaging, Marking****Packaging**

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

Each pair must be banded in pairs or in poly bags with the size indelibly marked on the band or bag.

Packaging 36 pairs per case. Each skid must contain 12 cases of the same size item. All goods delivered on skids.

ALL BOXES ARE TO BE DOUBLEWALL BOXES THAT MEET THE REQUIREMENTS OF 44 EDGE CRUSH TEST (ECT) LBS/IN.

All documents, including Packing and Delivery Slips, must indicate item Number, Colour, size, quantity, NATO stock Number, Requisition and Contract Serial Number, Requisition and Contract Serial Numbers. A copy of all packing/delivery slips must be sent to :

Correctional Service National Depot  
250, Montee St-Francois  
Laval, Quebec  
H7C 1S5

**Marking**

All cartons and boxes are to be labelled with the NATO stock Number, Colour, Size, Quantity, Description, Contract and Requisition Numbers, as stated herein.

**6.4.1.4 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.

**6.5 Authorities****6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Kimberly Bowie  
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 : 819-997-8505 Facsimile: 819-956-5454  
E-mail address: [Kimberly.Bowie@tpsgc-pwgsc.gc.ca](mailto:Kimberly.Bowie@tpsgc-pwgsc.gc.ca)

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

**6.5.2 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)

**6.5.3 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: \_\_\_\_\_

## **6.6 Payment**

### **6.6.1 Basis of Payment – Firm Unit Prices**

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

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

### **6.6.2 SACC Manual Clauses**

H1001C 2008/05/12 Multiple Payments  
C2000C 2007/11/30 Taxes - Foreign-based Contractor

## **6.7 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - (a) 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: Philip Cowell  
Email: \_\_\_\_\_ (to be inserted at contract award)
  - (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.

## **6.8 Certifications**

### **6.8.1 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.

## **6.9 Applicable Laws**

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

**6.10 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) Purchase Description;
- e) Sealed Sample;
- f) the Contractor's bid dated \_\_\_\_\_

**6.11 Materials: Contrator Total Supply**

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

**6.12 Plant Closing**

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

2014/2015		
Christmas Holiday	FROM _____	TO _____
Summer Holiday	FROM _____	TO _____
2015/2016		
Christmas Holiday	FROM _____	TO _____
Summer Holiday	FROM _____	TO _____
2016/2017		
Christmas Holiday	FROM _____	TO _____
Summer Holiday	FROM _____	TO _____
2017/2018		
Christmas Holiday	FROM _____	TO _____
Summer Holiday	FROM _____	TO _____

**6.13 Plant Location**

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

**6.14 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.

**6.15 Overshipment**

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

#### **6.16 Pre-Production Sample(s)**

1. The Contractor must provide a pre-production sample of **each size (size Small – XX Large) of the item**, accompanied by the sealed sample if applicable, to the Technical Authority for acceptance within 14 calendar days from date of contract award.
2. If the first pre-production samples are rejected, the Contractor must submit second pre-production samples within 14 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 may be grounds for termination of the Contract for default.
5. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.
6. The pre-production samples submitted by the Contractor will remain the property of Canada.
7. The Technical Authority will notify the Contractor, in writing, of the full acceptance, conditional acceptance, or rejection of the pre-production samples. A copy of this notification will also be provided by the Technical Authority to the Contracting Authority. The notice of the full acceptance or conditional acceptance does not relieve the Contractor from complying with all requirements and conditions of the Contract.
8. The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received a written notification from the Technical Authority that the pre-production samples are fully acceptable or conditionally acceptable. Any production of items before pre-production sample acceptance will be at the sole risk of the Contractor.
9. The pre-production samples may not be required if the Contractor is currently in production. The request for waiver of pre-production samples must be made by the Contractor in writing to the Contracting Authority. The waiving of this requirement will be at the sole discretion of the Technical Authority and will be evidenced through a contract amendment.

#### **6.16.1 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.

#### **6.17 Specifications and Standards**

##### **6.17.1 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>

## **6.18 Financial Security**

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

**ANNEX A  
REQUIREMENT**

**1. TECHNICAL REQUIREMENT**

The Contractor is required to provide Canada for the Correctional Services of Canada with Shower sandals, male, ivory in accordance with the Purchase Description CAG-2-0910-828a, and sealed sample.

**2. ADDRESSES**

<b>Destination Address</b>	<b>Invoicing Address</b>
Correctional Services National Depot 250, Montee St-Francois Laval, Quebec H7C 1S5	Correctional Services of Canada Support Services 340 Laurier Avenue West, Ottawa, Ontario K1A 0P9 Attn.: Clothing Services

**3. DELIVERABLES**

**CONTRACT QUANTITY**

**Firm Quantity – Year One**

<b>Item</b>	<b>Description</b>	<b>Firm Quantity</b>	<b>Unit of Issue</b>	<b>Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra</b>
1	Shower Sandals	39,060	Pair	\$ _____

**SIZE ROLL**

<b>NSN</b>	<b>Size</b>	<b>Destination (pair)</b>	<b>Total</b>
		<b>Montreal</b>	
8430-21-878-1170	Small (6 - 7)	360	
8430-21-878-1171	Medium (7.5 – 8.5)	540	
8430-21-878-1172	Med-Lrg (9 – 10)	11,880	
8430-21-878-1173	Large (10.5 – 11.5)	14,940	
8430-21-878-1174	X-Large (12 – 14)	9,000	
8430-21-878-1175	XX-Large (15)	2,340	
<b>Total</b>		<b>39,060</b>	

**Firm Quantity – Year Two**

<b>Item</b>	<b>Description</b>	<b>Firm Quantity</b>	<b>Unit of Issue</b>	<b>Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra</b>
2	Shower Sandals	39,060	Pair	\$ _____

**SIZE ROLL FOR YEAR TWO WILL BE PROVIDED SPRING 2016**

**“As and When Requested” Quantity**

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
3	Shower Sandals	19,530	Pair	\$ _____

**OPTION 1**

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
4	Shower Sandals	39,060	Pair	\$ _____

**4. “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” 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” quantities must be made within 150 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 quantity 19,530

“As and when requested” orders will be for quantities between 500 and 19,530 pairs.

**Financial Limitation**

The total cost to Canada resulting from orders of “as and when requested” quantities must not exceed the sum of \$ (**officer to insert at contract**) (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 4**

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 **500** up to a maximum of **39,060**, distributed amongst the items 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.