

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 Inmate Ankle Boots	
Solicitation No. - N° de l'invitation 21120-152534/A	Date 2014-12-05
Client Reference No. - N° de référence du client 21120-152534	
GETS Reference No. - N° de référence de SEAG PW-\$\$PR-760-66298	
File No. - N° de dossier pr760.21120-152534	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-01-20	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Richard, Josette	Buyer Id - Id de l'acheteur pr760
Telephone No. - N° de téléphone (819) 956-7288 ()	FAX No. - N° de FAX () -
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

21120-152534/A

Amd. No. - N° de la modif.

File No. - N° du dossier

pr76021120-152534

Buyer ID - Id de l'acheteur

pr760

CCC No./N° CCC - FMS No/ N° VME

21120-152534

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**INMATE ANKLE BOOTS for
Correctional Services Canada**

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**INMATE ANKLE BOOTS for
Correctional Services Canada**

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 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); 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. Samples

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)

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. 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

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

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

7. Transportation Costs Information

The Bidder is requested to provide the following information concerning transportation costs for the delivery of the units to destination:

- (a) Shipping weight by unit; _____
- (b) Number of items by unit; _____
- (c) Cubic measurement by unit; _____
- (d) Number of units per shipment: _____
- (e) Name of shipping point; _____
- (f) Recommended method of shipment and carrier _____
- (g) Unit cost per Destination WB941: \$ _____ W248A: \$ _____
- (h) Total cost \$ _____

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 (3 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) <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 Part 4 - Evaluation Procedures)

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.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Pre-Award Samples and Supporting Documentation

As part of the technical evaluation, to confirm a Bidder's capability of meeting the technical requirements, one (1) pre-award sample (i.e. one pair) of the item, size 10, and colorfastness test results must be included with the bid.

The pre-award sample is to consist of one full boot/shoe and the other boot to be cut in half to show the wood or plastic molded shank.

The Bidder must ensure that the required pre-award sample is manufactured in accordance with the technical requirement (refer to Purchase Description – at Appendix “1” to Annex “A”) 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 test results 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 sample and test results 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.

Laboratory analysis of the product offered showing test results for colorfastness detailed in the technical requirement must be provided with the pre-award sample. Testing must be performed by an independent accredited laboratory establishment and must be in accordance with the test methods detailed in the Requirement. The laboratory report and test results must be dated after Request for Proposal posting date.

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 test results 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.

1.2 Financial Evaluation

1.2.1 Mandatory Financial Criteria

- a. The Bidder must submit firm unit price(s) in Canadian dollars, applicable taxes are excluded, DDP (Laval, Québec) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.
- b. The Bidder must submit firm unit pricing for all items including options and “as and when requested” quantities.

- c. The Quantity for Evaluation shown in the Pricing Grids in Annex "B" - Basis of Payment, are estimates for evaluation purposes only and are not indicative nor a guarantee of the actual quantities to be ordered.
- d. The Bidder must provide pricing in the format specified in Annex "B" - Basis of Payment. Failure to provide prices in the format specified will render the proposal non-responsive.

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 quantity of ankle boots required, and 100% of the quantity for evaluation purposes indicated for option quantities and 100% of the quantity for evaluation purposes of the "as and when requested" quantities.

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml).

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_equity/eq/emp/fcp/list/inelig.shtml)" 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 samples will remain unchanged for the pre-production samples and full production of the contract quantity.

() the product for which test reports were issued is the same product used in the bid submission, pre-award samples, pre-production samples or production units, as applicable.

Plant Location

Items will be manufactured at: _____

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 at Annex "A" - "Requirement".

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

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

Delivery - Firm Quantity - Phased

The first delivery must be made within 90 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.

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, Québec) Incoterms 2000 for shipments from commercial contractor.

4.1.3 Packing, Packaging and Marking

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

1. Ankle Boots:

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

Each pair must be in a separate box, packaged 12 pairs per case. Each carton must contain 12 pairs of the same size. Each skid must contain 12 cases of the same size.

2. Additional packaging information

All documents, including Packing and Delivery Slips, must indicate Item Number, Nato Stock Number, Colour, Size, Quantity, Requisition and Contract Number. Copies of these documents must be sent to the following address:

Correctional Services Canada
National Depot
250 Montée St-François
Laval, Québec H7C 1S5
Attn: *(to be inserted at contract award)*

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

All goods must be delivered on skids.

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:

Josette Richard
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: 819-956-7288 Facsimile: 819-956-5454
E-mail address: Josette.richard@tpsgc-pwgsc.gc.ca

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

5.2 Technical Authority

The Technical Authority for this Contract is:

Public Works & Government Services Canada
Commercial and Consumer Products Directorate (CCPD)
6A2, Phase III,
Place du Portage
11 Laurier Street
Gatineau, Quebec
K1A 0S5
ATTN.: Clothing Advisory Service (*to be advised at contract*)

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

5.3 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 "B" – Basis of Payment**, for a cost of **\$TBA** (*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

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: *(to be inserted at contract award)*
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.

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", Basis of Payment
- e) Purchase Description;
- f) Sealed Samples;
- g) the Contractor's bid dated *(date to be inserted at contract award)*.

11. 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.

12. Plant Closing

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

2015-2016

Summer Holiday FROM _____ TO _____
Christmas Holiday FROM _____ TO _____

2016-2017

Summer Holiday FROM _____ TO _____
Christmas 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 a set of two (2) pre-production samples (i.e. two (2) pairs), size 10, accompanied by the sealed sample if applicable, to the Technical Authority for acceptance within 21 calendar days from date of contract award.

One (1) pre-production sample (1st pair) must consist of one full pair of boots and the other pre-production sample (2nd pair) must be cut in half to show the wood or plastic molded shank.

2. If the first set of pre-production samples is rejected, the Contractor must submit a second set of pre-production samples within 14 calendar days of notification of rejection from the Technical Authority.
3. If the second set of pre-production samples is 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 set of 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 report(s) and laboratory test report(s), 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. 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
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

18. Financial Security

1. Canada may convert the security deposit to the use of Canada if any circumstance exists which would entitle Canada to terminate the Contract for default, but any such conversion will not constitute termination of the Contract.
2. Where Canada so converts the security deposit:
 - (a) the proceeds will be used by Canada to complete the Work according to the conditions of the Contract, to the nearest extent that it is feasible to do so and any balance left will be returned to the Contractor on completion of the warranty period; and
 - (b) if Canada enters into a Contract to have the Work completed, the Contractor will:
 - (i) be considered to have irrevocably abandoned the Work; and
 - (ii) remain liable for the excess cost of completing the Work if the amount of the security deposit is not sufficient for such purpose. "Excess cost" means any amount over and

above the amount of the Contract Price remaining unpaid together with the amount of the security deposit.

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

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

ANNEX "A"
STATEMENT OF REQUIREMENT

A.1 TECHNICAL REQUIREMENT

The Contractor is required to provide "Inmate Ankle Boots" for the Department of Correctional Services Canada, in accordance with the Purchase Description detailed in Appendix "1" of Annex "A", attached.

A.2 ADDRESSES

Destination Address	Invoicing Address
National Depot Correctional Service of Canada 250, Monté St-François Laval, Québec H7C 1S5	Correctional Service of Canada Support Services 340 Laurier Avenue West Ottawa, Ontario K1A 0P9 Attn: Clothing Services

A.3 DELIVERABLES

A.3.1 Contract Firm Quantities

(Identified as Item 1 in Annex "B" – Basis of Payment)

Item	Description	Unit of Issue	Firm Quantity
1	Inmate Ankle Boot	Pair	2,424

A.3.1.1 Size Roll

Stock Number	Size	Quantity (pair)
8430-21-868-4838	7 EE	36
8430-21-868-4846	8 EE	300
8430-21-868-4854	9 EE	540
8430-21-868-4858	9.5 EE	120
8430-21-868-4862	10 EE	660
8430-21-868-4866	10.5 EE	120
8430-21-868-4870	11 EE	360
8430-21-868-4874	11.5 EE	72
8430-21-868-4878	12 EE	72
8430-21-868-4886	13 EE	48
8430-21-868-5708	14 EE	48
8430-21-868-5712	15 EE	48
TOTAL		2424

A.3.2 “AS AND WHEN REQUESTED” DELIVERABLES

(Identified as Item 2 in Annex “B” – Basis of Payment)

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.

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

Order for “as and when requested” quantities will be made on Form 942. A size roll will be provided if and when an order is placed.

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

The delivery of the “as and when requested” quantities must be made within 120 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.

Minimum orders and order limitations:

“As and when requested” minimum order: 500 pairs.

Financial Limitation

The total cost to Canada resulting from orders of “as and when requested” quantities must not exceed the sum of **\$TBD** (*amount to be established at contract award*), 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.

A.3.3 OPTION QUANTITIES DELIVERABLES

(Identified as Item 3 in Annex “B” – Basis of Payment)

The Contractor grants to Canada the irrevocable option to acquire the goods described under item number 3 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 pairs, up to a maximum of 2,424 pairs and will be evidenced through a contract amendment. The Contracting Authority may exercise the option within 24 months after contract award date by sending a written notice to the Contractor.

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

Only one amendment may be issued to exercise this option.

ANNEX “B” – BASIS OF PAYMENT

The Contractor will be paid firm unit prices in Canadian dollars, applicable taxes excluded, DDP (Laval, Québec, Canada) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.

B.1 DELIVERABLES - Contract Firm Quantity

Item	Description	Unit of Issue	Firm Quantity	Firm Unit Price
1	Inmate Ankle Boot	Pair	2,424	\$ _____

B.2 DELIVERABLES - “As and When Requested”

Item	Description	Unit of Issue	Quantity for Evaluation	Firm Unit Price
2	Inmate Ankle Boots	Pair	1,212	\$ _____

B.3 DELIVERABLES – OPTION 1

Item	Description	Unit of Issue	Quantity for Evaluation	Firm Unit Price
3	Inmate Ankle Boots	Pair	2,424	\$ _____

APPENDIX "1" to Annex "A"

**PURCHASE
DESCRIPTION
CAG-2-1410-706E**

PURCHASE DESCRIPTION

ITEM: ANKLE BOOT, SUEDE,
INMATE
CORRECTIONAL SERVICE CANADA

SCOPE:

This purchase description describes the requirements for a Correctional Service Ankle Boot. The boot must be a Black, Suede ankle boot, 4" (10 cm) \pm 3/8" (9 mm) high at the back (excluding the heel). It must have a molded inside heel counter, flexible box toe, cement lasted construction or injection molding, double row of stitching of vamp to quarter.

A sealed sample identified by this purchase description number will constitute the standard for any properties not identified by this purchase description.

APPLICABLE PUBLICATIONS:

The following publication will form part of this requirement:

4-GP-85Ma: Nylon Thread (Continuous Multifilament)

Standards can be ordered by contacting:
Canadian General Standard Board
Sales Unit
Hull, Quebec
K1A 1G6

Tel: (819) 956-0425
1-800-665-2472
Fax: (819) 956-5644

MATERIALS AND MANUFACTURE:**Contractor's Supply:****Outsole:**

The boot must have a black polyurethane mono (one density) outsole with heel. The outsole can be direct injected or attached with cement construction.

The sole must be 2 cm (3/4") \pm 1/4"
(6 mm) thick.
The heel must be 3.5 cm (1 3/8") \pm 1/4"
(6 mm) thick.

DESCRIPTION D'ACHAT

ARTICLE : BRODEQUIN EN SUÈDE POUR
DÉTENUS, SERVICE CORRECTIONNEL DU
CANADA

OBJET :

La présente description d'achat énonce les exigences relatives au brodequin pour le Service correctionnel du Canada. La tige du brodequin doit être en suède noir et mesurer 4 po (10 cm) \pm 3/8 po (9,5 mm) de hauteur à l'arrière (sans le talon). Le brodequin doit être muni d'un contrefort moulé intérieur et d'un embout renforcé souple, avec confection selon les méthodes de montage à la colle ou du moulage par injection, et l'avant-pied doit être fixé au quartier au moyen de piqûres doubles.

Un échantillon réglementaire portant le numéro de la présente description d'achat doit constituer la norme pour toute propriété non précisée dans la présente description d'achat.

PUBLICATION APPLICABLE :

La norme suivante de l'ONGC fait partie de la présente description d'achat :

4-GP-85Ma : Fil de nylon (multifilaments continus)

La norme peut être commandée de :
Office des normes générales du Canada
Centre des ventes
Gatineau (Québec)
K1A 1G6

Tél. : (819) 956-0425
1 800 665-2472
Télec. : (819) 956-5644

MATÉRIEL ET CONFECTION :**Matériel fourni par l'entrepreneur :****Semelle d'usure :**

La chaussure noire doit avoir une semelle d'usure en polyurethane à une densité avec talon. La semelle d'usure peut être injectée directement ou encollée.

La semelle doit avoir une épaisseur de 2 cm (3/4 po) \pm 1/4 po (6 mm).
Le talon doit avoir une épaisseur de 3.5 cm (1 3/8 po) \pm 1/4 po (6 mm).

Upper:

The upper must be black, suede, split cowhide, 100 - 140 g/ft² (3 1/2 - 5 oz/ft²) leather, 1.7 - 2.1 mm (1/16" - 3/32") thick, tempered struck threw.

The colour must be a visual match to **PANTONE Black 2 C 2X** (Pantone Colour Selector 1000).

The leather must meet the following laboratory testing requirements :

ISO 11640:2012: Leather – Tests For Colourfastness – Colourfastness to cycles of to-and-fro Rubbing

Dry: 50 cycles, requirement 3 (dry rubbing cloth)

Wet: 20 cycles, requirement 2/3 (wet rubbing cloth)

Sock (Vamp) Lining:

The sock lining must be solid black cow split leather. – thickness 0.8 - 1.2 mm.

Facing (Heel Inner Lining) :

The facing must be solid black cow split leather. – thickness 0.8 - 1.2 mm.

Heel Counter:

The heel counter must be made of molded thermal plastic.

Box Toe:

The box toe must be made of thermoplastic fiber – thickness 1.8 – 2.0 mm (1/16" - 3/32")

Eyelets:

Three or Four lacing holes (eyelets) must be punched on each side of the quarter, reinforced with eyelet facing and/or aluminum eyelets.

Insoles:

The insoles must be 4 Iron thickness (1/12"), antifungal and moisture wicking.

Filler:

The filler must be 2 mm (3/32") thick felt or synthetic material.

Shanks:

The boot must have a wood or molded plastic shank.

Width: 9 mm – 12mm (3/8" to 1/2")

Length: 9 cm – 10 cm (3 1/2" to 4")

Tige :

La tige en suède noir doit être en cuir de vache fendu de 100 à 140 g/ft² (3 1/2 à 5 oz/ft²) et de 1,7 à 2.1 mm (1/16 po à 3/32 po) d'épaisseur, conditionné par pénétration.

La couleur doit être visuellement assortie au **Noir PANTONE 2 C 2X** (sélecteur de couleurs Pantone 1000).

Le cuir doit respecter les exigences suivantes relativement aux essais en laboratoire :

ISO 11640:2012 : Cuir – Essais de solidité des coloris – Solidité des coloris au frottement en va-et-vient

Sec : 50 cycles, exigence 3 (chiffon de frottement sec)

Humide : 20 cycles, exigence 2/3 (chiffon de frottement humide).

Première de propreté :

La première de propreté doit être en cuir de vache refendu noir d'une épaisseur de 0,8 à 1,2 mm.

Garant :

Le garant doit être en cuir de vache refendu noir d'une épaisseur de 0,8 à 1,2 mm.

Contrefort :

Le contrefort doit être en thermoplastique moulé.

Embout renforcé:

L'embout renforcé doit être en fibres thermoplastiques, de 1,8 à 2,0 mm (1/16 po à 3/32 po) d'épaisseur.

Oeillets :

Trois des quatre trous de laçage (oeillets) doivent être poinçonnés de chaque côté du quartier et renforcés d'un garant et/ou d'oeillets en aluminium.

Premières :

Les premières doivent avoir une épaisseur de 4 iron (1/12 po) en plus de posséder des propriétés antifongiques et imbibition par capillarité.

Remplissage :

Le remplissage doit être du feutre ou du matériel synthétique de 2 mm (3/32 po) d'épaisseur.

Cambrion :

La botte doit avoir un cambrion en bois ou en plastique moulé.

Largeur : de 9 à 12 mm (de 3/8 à 1/2 po)

Longueur : de 9 à 10 cm (de 3 1/2 à 4 po)

Laces:

The laces must be nylon, round black, 4 mm (5/32") wide, 60 - 70 cm (23 5/8" - 27 1/2") long, with plastic tipped ends.

Lacets :

Les lacets doivent être ronds, en nylon noir, de 4 mm (5/32 po) de diamètre, 60 à 70 cm (23 5/8 - 27 1/2 po) de longueur, avec extrémités en plastique.

Detailed Description:**Stitching:**

The boot must have self-stitching nylon thread, bonded R-69 Tex, colour to match the suede.

Construction:

The boot can be direct injected or attached with cement construction.

Description détaillée :**Coutures :**

Les coutures du brodequin doivent être réalisées avec du fil de nylon aggloméré de R-69 tex, de couleur assortie au suède.

Confection :

Le brodequin peut être directement injecté ou encollé.

SIZING:

The sizing must be Canadian Commercial Sizes –
6, 6.5, 7, 7.5, 8, 8.5, 9, 9.5, 10, 10.5, 11, 11.5, 12, 12.5, 13, 13.5, 14, 14.5, 15, as specified in the procurement document.

POINTURES :

Les pointures doivent être des pointures commerciales canadiennes de –
6, 6.5, 7, 7.5, 8, 8.5, 9, 9.5, 10, 10.5, 11, 11.5, 12, 12.5, 13, 13.5, 14, 14.5, 15 comme indiqué dans le document d'approvisionnement.

LABELING:

The boots must have the following labeling;

1. Size Identification.
2. Manufacturer's name or CA Number.
3. Country of Manufacture.

ÉTIQUETAGE :

Les brodequins doivent porter une étiquette où sont indiqués les renseignements suivants :

1. Pointure
2. Nom du fabricant ou numéro CA
3. Pays de fabrication

PACKAGING:

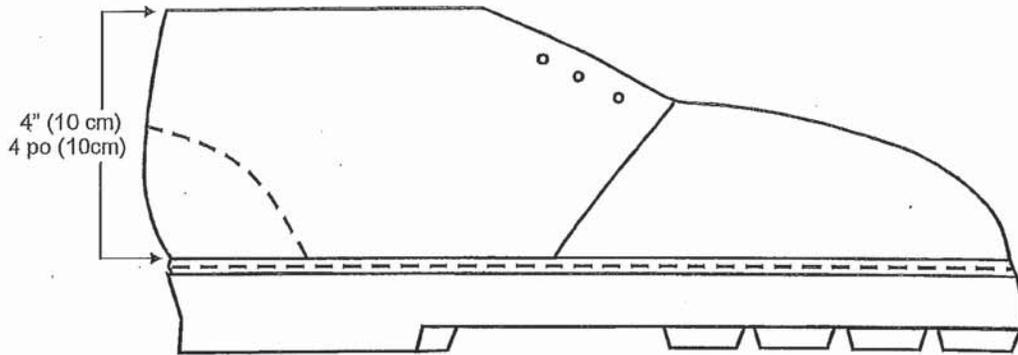
Each pair of boots must be individually boxed.

CONDITIONNEMENT :

Chaque paire de brodequins doit être mise en boîte individuellement.

APPENDIX "A":
ANNEXE "A":

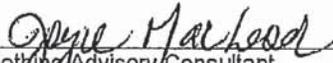
ANKLE BOOTS, SUÈDE
BRODEQUIN, SUEDE
CORRECTIONAL SERVICE CANADA
SERVICE CORRECTIONNEL DU CANADA



NOT TO SCALE
NON À L'ÉCHELLE

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

LA PRÉSENTE DESCRIPTION D'ACHAT A ÉTÉ 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 LES PERSONNES SUIVANTES :


Clothing Advisory Consultant
Conseillère, Service consultatif
sur l'habillement

Oct. 28, 14
Date

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


Name _____ Title _____
Nom _____ Titre _____

Oct 30 2014
Date

