RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Bid Receiving - Réception des soumissions:

Correctional Service Canada Contracting Services 250, Montée St-François Laval, QC, H7C 1S5

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Correctional Service 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 thereof.

Proposition à: Service Correctionnel du 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 appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments — Commentaires:

"THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT" «LE PRÉSENT DOCUMENT NE COMPORTE AUCUNE EXIGENCE RELATIVE À LA SÉCURITÉ. »

Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur :				
Telephone # — Nº de Téléphone :				
Fax # — No de télécopieur :				
Email / Courriel :				
GST # or SIN or Business # — N° de TPS ou NAS ou N° d'entreprise :				

Title — Sujet: Confection service of Men's thermal undershirts				
Solicitation No. — Nº. de l'invitation 21C30-19-2969471	Date: 2019-02-01			
Client Reference No. — Nº. de F	Référence du Client			
GETS Reference No. — Nº. de I	Référence de SEAG			
PW-19-00862443				
Solicitation Closes — L'invitation	on prend fin			
at /à : 2 :00 p.m. EST				
on / le : February 20, 2019				
F.O.B. — F.A.B. Plant – Usine: Destination	: X Other-Autre:			
Address Enquiries to — Soumet	ttre toutes questions à:			
Linda Mandeville				
Telephone No. – Nº de téléphone:	Fax No. – Nº de télécopieur:			
450-661-9550 x3259	450-664-6626			
Destination of Goods, Services and O Destination des biens, services et con Federal Training Center – CORCA 205, Montée St-François Laval (Québec) H7C 2S3	nstruction:			
Instructions: See Herein Instructions: Voir aux présentes				
Delivery Required — Livraison exigée: See herein	Delivery Offered – Livrasion proposée : Voir aux présentes			
Name and title of person authorized Nom et titre du signataire autorisé d	_			
Name / Nom	Title / Titre			
Signature	Date			
(Sign and return cover page with I Signer et retourner la page de cou				

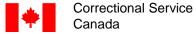


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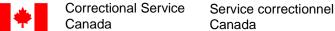
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PART 1 - GENERAL INFORMATION

1. Security Requirement

This requirement does not contain a security requirement.

2. Statement of Work

The Work to be performed is detailed under Annex A of the resulting contract clauses.

3. Revision of Departmental Name

As this bid solicitation is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document, or any resulting contract, must be interpreted as a reference to CSC or its Minister.

4. 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.

5. Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

6. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa-opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

PART 2 - BIDDER INSTRUCTIONS

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 <u>Standard Acquisition Clauses and Conditions</u> 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 (2018-05-22) 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) days

Insert: one hundred and twenty (120) days

1.1 SACC Manual Clauses

B1000T, (2014-06-26), Condition of material - Bid

2. Submission of Bids

Bids must be submitted only to Correctional Service of Canada (CSC) by the date, time and place indicated on page 1 of the bid solicitation.

3. Former Public Servants

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the <u>Public Service</u> <u>Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;

g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) business 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.

5. Applicable Laws

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

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.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid: two (2) hard copies

Section II: Financial Bid: one (1) hard copy

Section III: Certifications: one (1) hard copy

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

Bidders are requested to submit their Financial Bid in an envelope separate from their technical proposal.

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

- i. use 8.5 x 11 inch (216 x 279 mm) paper;
- ii. 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:

- i. use 8.5 x 11 inch (216 × 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
 - ii. 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, duo tangs or binders.

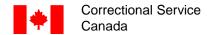
2. Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the work.

3. Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment detailed in **Annex B - Proposed Basis of Payment**. The total amount of Applicable Taxes must be shown separately.

See Annex B – Proposed Basis of Payment for the Pricing Schedule format.



4. Section III: Certifications

Bidders must submit the certifications and additional information 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 CSC will evaluate the bids.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

- a. Bidder must be able to perform the full scope of the work described in Annex A Statement of work.
- b. Conformity to the preselected mandatory technical criteria which are included in Annex C

 Certifications.
- c. Acceptance of terms and conditions as mentioned in the bid solicitation.

1.1.2 Evaluation method for the mandatory technical criteria

a. At bid closing date but precedent to contract award, bids will be evaluated on the preselected mandatory technical criteria at Annex C – Certifications.

Note: The evaluation of all the mandatory technical criteria at Annex C will be done on a pass / fail basis.

- b. To demonstrate that your products meet all preselected mandatory specifications, bidders must respond with a written text of the products offered.
- c. If a supplier is unable to demonstrate that their products meet the performance criteria mentioned at Annex C, this will render their bid non-compliant.

Note 1:

To be considered, all these criteria have to be respected in order to facilitate evaluation of the next steps.

IN THE ABSENCE OF THIS INFORMATION, THE PROPOSAL WILL BE REJECTED.

1.1.3 Next Steps: Conformance to the quality test (Physical technical evaluation)

As part of the technical evaluation to confirm the bidder's capacity of meeting the technical requirements, **one pre-award sample (size large) of the men's thermal undershirt** must be presented for conformance testing of the product, upon a written request from Contracting Authority mentioned in this file.

This sample is to be presented after the bid closing date but before the issuance of the Contract.

The bidder must ensure that the required pre-award sample is manufactured in accordance with the technical requirement at Annex A- Statement of work, and is fully representative of the bid submitted.

Rejection of the pre-award sample will be the basis of declaring of the proposal non-responsive.

The bidder must deliver the required pre-award sample at no charge to Canada and must ensure that they are received by the Contracting Authority within 15 calendar days from request. The samples submitted by the Bidder will remain the property of Canada.

Failure to submit the required pre-award samples within the specified time frame or non conformance of the pre-award samples to the technical requirement will result in the bid being declared non-responsive.

Important note:

The fabric for the pre-award sample is to be provided by the supplier in accordance to Annex 'C' – Certifications.

Corcan will supply the thermal fabric, rib knit in stripes and tubular, size labels, Pattern in electronic format (MDL), Pictogram and size charter the to the winning bidder after the award of the contract for the full production of the men's thermal undershirts.

Note 2:

Only those proposals that meet all the mandatory criteria of the Request for Proposal will be subject to further evaluation which is the financial evaluation.

1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price - Bid

Proposals containing a financial bid other than the one requested at **Article 3. Section II:** Financial Bid of PART 3 – BID PREPARATION INSTRUCTIONS will be declared non-compliant.

Note to Bidders: Table Totals will be calculated using the formula that follows the corresponding table in **Annex B – Proposed Basis of Payment.**

2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether 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 Bidders' 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 Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

1.1 Integrity Provisions – Declaration of Convicted Offenses

- A) Subject to subsection B, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
 - i. it has read and understands the Ineligibility and Suspension Policy;
 - ii. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy:
 - iii. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
 - iv. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offenses in the Policy;
 - v. none of the domestic criminal offenses, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and proposed first tier subcontractors; and
 - vi. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- B) Where a Bidder is unable to provide any of the certifications required by subsection A, it must submit with its bid the completed Integrity Declaration Form (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html). Bidders must submit this form to Correctional Service of Canada with their bid.

1.2 Integrity Provisions – Required documentation

List of names: all Bidders, regardless of their status under the Ineligibility and Suspension Policy, must submit the following information:

- Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- ii. Bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- iii. Bidders that are a partnership do not need to provide a list of names.

List of Names:	
	.
OR	
☐ The Bidder is a partnership	
During the evaluation of bids, the Bidder must, valuation of any changes affecting the	

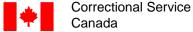
1.3 Federal Contractors Program for Employment Equity - Bid Certification

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 available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_cont ractor_program.page?& ga = 1.229006812.1158694905.1413548969).

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

1.4 Certification:

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.



PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1. Institutional Access Requirements

- 1.1 NIL security screening required as there is no access to sensitive information or assets. Contractor personnel will be escorted at all times by Correctional Service Canada personnel or those authorized by CSC on its behalf.
 CSC has developed very stringent internal policies to ensure that the security of institutional operations is not compromised.
- 1.2 Contractor personnel must adhere to institutional requirements for the conduct of searches by Correctional Service Canada prior to admittance to the institution/site. Correctional Service Canada reserves the right to deny access to any institution/site or part thereof of any Contractor personnel, at any time.

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

Standard Clauses and Conditions 3.

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-andguidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

As this Contract is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document must be interpreted as a reference to CSC or its Minister.

3.1 General Conditions

2010C (2018-06-21), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

Term of Contract

4.1 Delivery delay

The winning supplier will be asked to deliver the merchandise, guaranteed minimum quantity, in each size in a minimum of six (6) weeks and a maximum of eight (8) weeks following acceptance of the pre-production sample and following the receipt of the order.

4.2 Period of the Contract

The period of the Contract is from the date of the Contract to April 30, 2020 inclusive.

4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Linda Mandeville

Title: Senior Procurement Officer Correctional Service Canada

Branch/Directorate: Contracting and Material Services

Telephone: 450-661-9550 ext 3259

Facsimile: 450-664-6626

E-mail address: linda.mandeville@csc-scc.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 Project Authority (will be completed at the award of the contract)

The Project Authority for the Contract is:

Name: (XXX) Title: (XXX)

Correctional Service Canada Branch/Directorate: (XXX)

Telephone: (XXX)
Facsimile: (XXX)
E-mail address: (XXX)

5.3 Technical Authority (will be completed at the award of the contract)

The Technical Authority for the Contract is:

Name: (XXX) Title: (XXX)

Correctional Service Canada Branch/Directorate: (XXX)

Telephone: (XXX)
Facsimile: (XXX)
E-mail address: (XXX)

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 Project Authority, however the Project 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.

5.4 Contractor's Representative

6.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17), Limitation of Price

The Authorities of Contractorie Decreases to the

The Authorized Contractor's Repres	entative is:
Name: Title: Company: Address:	
Telephone: Facsimile: E-mail address:	
6. Payment	
6.1 Basis of Payment	
Basis of payment – Firm unit prices	
Contract, the Contractor will be paid	tisfactorily completing all of its obligations under the firm unit prices, as specified in Annex B – Basis of payment, int will be inserted at contract award) and Applicable Taxes
	or any design changes, modifications or interpretations of the ved, in writing, by the Contracting Authority before their

6.3 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract:
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department SACC Manual clause C0710C (2007-11-30), Time and Contract Price Verification SACC Manual clause C0705C (2010-01-11), Discretionary Audit

7. Invoicing Instructions

- 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 (one) copy must be forwarded to the address shown on Page 1 of the Contract for certification and payment.

8. Transportation costs

The contractor must ship the goods prepaid via ______ (insert the method of transportation) including all delivery charges to (The Correctional Services of Canada, Corcan, 205 Montée St François, Laval, QC). Prepaid Transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

9. Shipping Instructions

Shipping Instructions – Delivery at destination

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

Delivered Duty Paid (DDP) to (The Correctional Services of Canada, Corcan, 205 Montée St François, Laval, QC). Incoterms 2000 for shipments from a commercial contractor.

10. Pre-production Sample and Certificate of Compliance

10.1 Pre-production sample

A pre production sample in a large size must be supplied for evaluation.

A pre production sample and certificates of compliance must be sent to the Technical Authority for acceptation with 28 calendar days from date of award.

10.2 Rejection of Pre-Production Sample and/or Certificates of Compliance

- (a) If the pre-production sample and/or Certificate of Compliance are rejected, the contractor must submit the second pre-production sample and/or Certificate of Compliance within **21 calendar days** of notification of rejection from the Technical Authority.
- (b) The Technical Authority will notify the Contractor, in writing, of the conditional acceptance, acceptance or rejection of the sample(s). A copy of this notification is to be provided by the Technical Authority to the Contracting Authority. The notice of conditional acceptance or acceptance does not relieve the Contractor from complying with all requirements of the specification(s) and all other terms of the Contract.
- (c) The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received notification from the Technical Authority that the samples are acceptable. Any production of items before sample acceptance will be at the sole risk of the Contractor.

11. Certifications and Additional Information

11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

11.2 Certificate of Compliance – Definition

A Certificate of Compliance is defined, for this document, as a signed and dated certification to confirm that a specified component or requirement adheres to the specification. The certification must be prepared, signed and dated by an official representative of the component manufacturer using company letterhead making reference to the specification number and paragraph number. It must specifically address the component or requirement and compliance can be shown by referring to a part number, by providing the component values, by providing a manufacturing data sheet to show technical compliance or by a description stating compliance to the requirement. Inhouse testing is acceptable to show compliance. Copying the specification word for word is not acceptable.

12. Applicable Laws

The Contract must be interpreted ar	nd governed,	and the	relations	between	the	parties
determined, by the laws in force in _						

13. 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 2010C (2018-06-21) Services (medium complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Certifications;
- (f) Annex D, Institutional Access request;
- (g) the Contractor's bid dated _____ (to be inserted at contract award)

14. Termination on Thirty Days Notice

- 14.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
- 14.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

15. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

16. Ownership Control

Where the Contractor will have access to any and all personal and confidential information belonging to Canada, CSC staff or inmates for the performance of the work, the following will apply:

- (a) The Contractor warrants that it is not under ownership control of any non-resident entity (i.e. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
- (b) The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.
- (c) The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister shall have the right to treat this Contract as being in default and terminate the contract accordingly.
- (d) For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.



- 17.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.
- 17.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

18. Tuberculosis Testing

- 18.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.
- 18.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 18.3 All costs related to such testing will be at the sole expense of the Contractor.

19. Compliance with CSC Policies

- 19.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.
- 19.2 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 19.3 Details on existing CSC policies can be found at: www.csc-scc.gc.ca or any other CSC web page designated for such purpose.

20. Health and Labour Conditions

- 20.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.
- 20.2 The Contractor shall comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.
- 20.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity shall forthwith notify the Project Authority or Her Majesty.
- 20.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor shall be furnished by the Contractor to the

Project Authority or Her Majesty at such time as the Project Authority or Her Majesty may reasonably request."

21. Identification Protocol Responsibilities

The Contractor must ensure that the Contractor and each of its agents, representatives or subcontractors (referred to as Contractor Representatives for the purposes of this clause) comply with the following self-identification requirements:

- 21.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;
- 21.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 21.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and
- 21.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

22. Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties for both the process and to bear the cost of such process, assist in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or applicable of a term and condition of this contract. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo.gc.ca.

23. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by *the contractor* respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and the application of the terms and conditions and the scope of work of this contract are not in dispute. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo.gc.ca.

24. Privacy

24.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.



24.2 All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.

25. **Proactive Disclosure of Contracts with Former Public Servants**

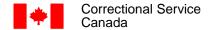
By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

26. Information Guide for Contractors

Prior to the commencement of any work, the Contractor certifies that its employees, or employees of its subcontractors, working under contract for CSC will complete the applicable Module(s) and retain the signed checklist(s) from the CSC "Information Guide for Contractors" website: www.bit.do/CSC-EN.

27. SACC Manual Clauses

B7500C (2006-06-16), Excess good A2000C (2006-06-16), Foreign nationals (Canadian Contractor) A9068C (2010-01-11), Government site Regulations



ANNEX A - Statement of Work

BACKGROUND

CORCAN – Correctional Service of Canada (CSC) has to provide thermal undershirts for men in various sizes. For this purpose, a complete assembly service is required. These items are essential hygiene products for inmates.

DESCRIPTION

Material supplied by CORCAN/CSC:

- White thermal fabric for men undershirt;
- O White rib knit 1x1 in stripes of 2 3/8 in (6cm);
- o White 21 1/4 in (54 cm) tubular rib knit 1x1;
- o Pattern in electronic format (MDL), Pictogram and size charter;
- o Size labels to sew inside the garment.

Material supplied by the supplier:

- o Markers:
- White thread in a color closest to the fabric with the choice of polyester thread (continuous multi-filament) or cotton or polyester-coated thread;
- Transparent poly bags;
- o Self-adhesive labels to place on the transparent poly bags;
- Shipping boxes;
- o Pallets for transportation;
- o Any other required supplies.

TASKS

Assembly of men's thermal undershirt; this includes cutting the fabric according to the pictogram, pattern and size charter supplied by CORCAN.

Cutting:

Components of the garment must be cut from the same piece of material. Component parts of each garment must be cut in the lengthwise direction of the material.

Stiches:

All seams of stiches must be in accordance with CAN/CGSB-54.1 standard. There must be 12-14 stiches per inch (in) (6-7) stiches per centimeter (cm)).

Shoulders, armholes, underarms, cuff joining, and side seams: Stich type 606 or 607.

Neckband attachment: Stich type 406.

Bottom hem: Stich type 103.

Cuff hem: Stich type 503 or 504.

Bar Tacks:

Must be $\frac{1}{4}$ in (0.6 cm) in length and must have a minimum of 14 cover stitches.

Sleeves:

Must be in one piece and mounted.

Shoulders:

Must be joined and taped in one operation.

Cuffs:

The cuffs must be 4 in (10 cm) in length. Cuff ends must be serged. An horizontal bar tack must be placed across the underarm seam, $\frac{1}{4}$ in (0.6 cm) from the bottom of the sleeves.

Neckband:

Must be in one piece beginning and ending at the "V" or at the right shoulder seam. Finished width of the neckband must be 1 in (2.5 cm). An horizontal bar tack must be placed on the neck band, $\frac{1}{10}$ in (0.6 cm) below the opening of the "V" and $\frac{1}{10}$ in (0.6 cm) from the neck opening at the shoulder, if the neck band ends at the shoulder seams.

Hems:

The bottom of the undershirt must be turned under a minimum of ½ in (1.3 cm) and stitched.

SPECIFIC CONDITIONS

Pre-production sample

- o One (1) sample, size Large, is required prior to start the full production.
- The pre-production sample will be representative of the final product as described in the Statement of Work and Technical Specifications.
- o The pre-production sample will be manufactured from the fabric supplied by CORCAN and materials provided by the supplier, as specified in the Statement of Work.
- The pre-production samples will be provided free of charge and will remain the property of Canada.

Quality insurance

 The supplier will be responsible of all inspections and necessary testing to demonstrate the finished good is compliant to all specifications stated in the Statement of Work, the Technical Specifications and the size charter.

Delivery schedule

Once the pre-production sample is approved by CORCAN, the supplier will have six (6) to eight (8) weeks to deliver the requested quantities.

Packaging

- o The thermal undershirts must be folded using the best commercial standards.
- o The thermal undershirts must be <u>individually packaged</u> in transparent polybags and identified by size with the self-adhesive label.
- Goods must be packaged in accordance to the established commercial standards to ensure they arrive at their destination in good condition and in accordance with CORCAN instructions.

Delivery instructions:

- Shipping boxes must be identified by size and placed on pallets for delivery.
- The weight of the pallets must not exceed 45 kilos (The weight of the finished goods and that of the pallets could go up to a maximum of 350 kg per pallet).
- o Each shipment must include a detailed packing slip indicating the content of each box.
- Delivery expenses must be paid by the supplier.
- The institution is equipped with an unloading dock and the unloading of the goods will be completed by CORCAN.
- Delivery is from Monday to Thursday 8:15 to 10:45 a.m. and 1:00 to 3:00 p.m.

Delivery address

A/S: Production supervisor - CORCAN Federal training center 205 Montée St-François Laval (Québec) H7C 2S3



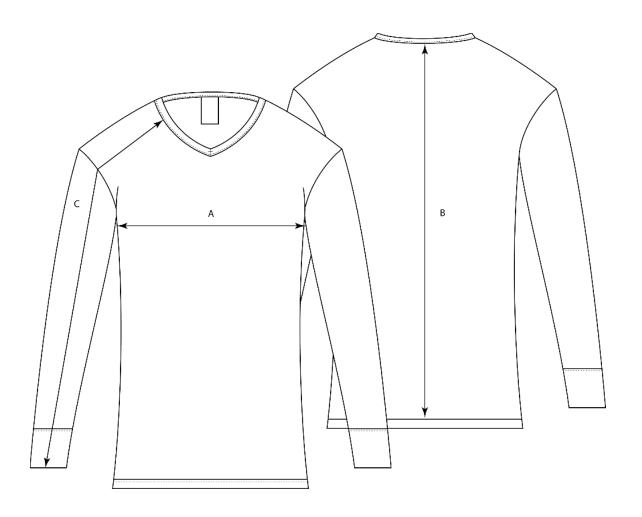
Size charter

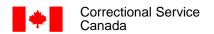
Size	Chest	Back length	Sleeve length
S	31	28 ¾	29 ½
	(78.7 cm)	(73 cm)	(74.9 cm)
M	34	29 3/4	30
	(86.4 cm)	(75.6 cm)	(76.2 cm)
L	37	30 ¾	30 ½
	(94 cm)	(78 cm)	(77.5 cm)
XL	40	31 ¾	31
	(101.6 cm)	(80.7 cm)	(78.7 cm)
2XL	43	32 ½	31 ½
	(110 cm)	(82.6 cm)	(80 cm)
3XL	45	33 ½	32
	(114.3 cm)	(85.1 cm)	(81.3 cm)
4XL	48	34 ½	32 ½
	(122 cm)	(87.6 cm)	(82.6 cm)
5XL	52	35 ½	33
	(132.1 cm)	(90.2 cm)	(83.8 cm)
6XL	55	36 ½	33 ½
	(140 cm)	(92.7 cm)	(85.1 cm)
Tolerance	± ½ in	± 1 in	± ½ in
	(1.3 cm)	(2.5 cm)	(1.3 cm)
measures	A	В	С

^{*} see next page for pictogram

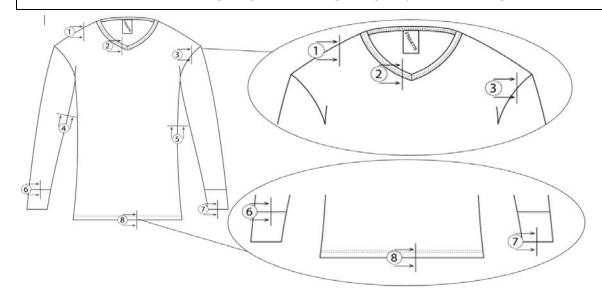


TECHNICAL DRAWING – FRONT AND BACK VIEW





TECHNICAL DRAWING - FRONT VIEW - DETAILS



NB	Operation	Section	Type of Machine	Machine ref.
1	Close the shoulders	─── Flat lock	Flat lock	JUKI M0- 6800D
2	Place the bias on the collar	Cover stitch	Coverstitch 3 needles	JUKI MCS- 1500
3	Lay the sleeves	◆ Flat lock	Flat lock	JUKI M0- 6800D
4	Close the sides of the sleeves	← Flat lock	Flat lock	JUKI M0- 6800D
5	Close the sides of the sweater	← Flat lock	Flat lock	JUKI M0- 6800D
6	Lay the wristband	← Flat lock	Flat lock	JUKI M0- 6800D
7	Overlock the wristband	← Overlock	Overlock 3 threads	Brother DH4-B48001
8	Hem the bottom of the sweater	Coverstitch	Coverstitch 3 needles	JUKI MCS- 1500



ANNEX B – Proposed Basis of Payment

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to this Contract.

For the execution of the Work as described in Annex A – Statement of Work, the Contractor will be paid an all Inclusive firm unit price, applicable taxes extra.

Fixed Period (from the award of the contract to April 30, 2020)

Item No.	Size	Estimated quantities	Unit price	Maximum quantity	Total
1	Medium	Maximum: 5,000 Minimum guaranteed: 4,000	\$/unit	5,000	\$
2	Large	Maximum: 10,000 Minimum guaranteed: 8,000	\$/unit	10,000	\$
3	Extra-large	Maximum : 12,000 Minimum guaranteed : 10,000	\$/unit	12,000	\$
4	Extra extra large	Maximum: 7,000 Minimum guaranteed: 5,000	\$/unit	7,000	\$
5		Freight charges (FOB Destination)	\$/lot	1	\$
				GRAND TOTAL for items 1 to 5 (applicable taxes extra)	\$

Option 1 (from May 1st, 2020 to April 30, 2021)

Item No.	Size	Estimated quantities	Unit price	Maximum quantity	Total
1	Medium	Maximum: 5,000 Minimum guaranteed: 4,000	\$/unit	5,000	\$
2	Large	Maximum: 10,000 Minimum guaranteed: 8,000	\$/unit	10,000	\$
3	Extra-large	Maximum : 12,000 Minimum guaranteed : 10,000	\$/unit	12,000	\$
4	Extra extra large	Maximum: 7,000 Minimum guaranteed: 5,000	\$/unit	7,000	\$
5		Freight charges (FOB Destination)	\$/lot	1	\$
				GRAND TOTAL for items 1 to 5 (applicable taxes extra)	\$

Option 2 (from May 1st, 2021 to April 30, 2022)

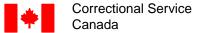
Item No.	Size	Estimated quantities	Unit price	Maximum quantity	Total
1	Medium	Maximum: 5,000 Minimum guaranteed: 4,000	\$/unit	5,000	\$
2	Large	Maximum: 10,000 Minimum guaranteed: 8,000	\$/unit	10,000	\$
3	Extra-large	Maximum : 12,000 Minimum guaranteed : 10,000	\$/unit	12,000	\$
4	Extra extra large	Maximum: 7,000 Minimum guaranteed: 5,000	\$/unit	7,000	\$
5		Freight charges (FOB Destination)	\$/lot	1	\$
				GRAND TOTAL for items 1 to 5 (applicable taxes extra)	\$

Expenses and fees:

ONLY the expenses invoiced at the above bid rates shall be paid. Bid rates include EVERYTHING that is necessary to perform the work in accordance with expected services. This includes but is not limited to administration fees and expenses; profit; transportation of labour, equipment and/or materials and any other necessary service delivery expenses

3.0 Applicable Taxes

- (a) All prices and amounts of money in the contract are exclusive of Applicable Taxes, unless otherwise indicated. Applicable Taxes are extra to the price herein and will be paid by Canada.
- (b) The estimated Applicable Taxes of \$\frac{To Be Inserted at Contract Award}{\text{ are included in the total estimated cost shown on page 1 of this Contract. The estimated Applicable Taxes will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which taxes do not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of Applicable Taxes paid or due.



Annex C - Certifications

The technical specifications for the evaluation and pre-production sample are listed in the table below.

The pre-production sample must contain the following technical specifications:

Thermal undershirt for men size Large

The required fabric for the confection of the evaluation sample <u>must be a waffle knit and will not be provided by CORCAN.</u>

However, for the pre production sample and complete confection, CORCAN will provide the contractor with the material as indicated at Annex A.

Criteria	Specifications	Tolerance	Result	Compliance
Chest	37 po	± ½ po		
	(94 cm)	(± 1.3 cm)		
Back length	30 ¾ po	± 1 po		
	(78 cm)	(± 2.5 cm)		
Sleeve length	30 ½ po	± ½ po		
	(77.5 cm)	(± 1.3 cm)		

Production supervisor CORCAN textile	Date



Annex D

Request to access a federal institution

(see attached form)

Request to access a federal institution

PERSONAL INFORMATION			
Surname:	Full name: Sex: M	air color:	
Tel. Number: Home: ()	Cellular: ()		
GENERAL INFORMATION			
	<u> </u>		
Have you ever been found guilty of a criminal offence or do y	ou have any pending charges?		
No Yes If so, which?			
Do you know personally anyone incarcerated in a federal of provincial institution?			
No Yes If so, what is the name?			
Are you registered as an inmate's visitor or have you ever visited an inmate?			
No Yes If so, what is the name?			
Have you made a similar request for access in the last two years?			
No Yes If so, for which institution?			
What is the reason for your request to access a federal institution?			
Name of your employer / educational institution?			
Name of the employee responsible for the visit:			
wante of the employee responsible for the visit.			
Privacy act statement			
Personal information about you is collected under the authority of the <i>Corrections and Conditional Release Act</i> in order to authorize your access to a federal institution. This information is collected, with no obligation on your part, and held in the Security Clearance System (SCS); however, if you refuse to comply with any security verifications, your access privileges will be refused. The information that you provide cannot be disclosed to other persons without your consent, EXCEPT where disclosure would be justified pursuant to one of the paragraphs of subsection 8(2) of the Privacy Act. Access may be denied for submitting false information. The institution reserves the right to refuse access to the applicant before, upon arrival or during the visit.			
I hereby authorize the Correctional Service of Canada to conduct any investigation it deems necessary to allow my access to their institution. I agree that the Correctional Service of Canada cannot be held accountable for any harm suffered in the course of my activities unless this harm is directly attributable to the negligence of one or more employees of the Service.			
Applicant signature:		Date:	
Signature of employee responsible for the visit:		Date:	

Protected B once completed Put away on file ► 3170-12

RESERVED FOR THE PREVENTIVE SECURITY DEPARTMENT	
Institution:	
Access to the institution granted: No Yes	
Name of Security intelligence officer:	Date:
Version 2018-02-09	