



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St./ 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

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
L'Esplanade Laurier,
East Tower 7th Floor
Tour est 7e étage
140 O'Connor, rue O'Connor,
Ottawa
Ontario
K1A 0R5

Title - Sujet gym shoes	
Solicitation No. - N° de l'invitation 21120-195621/A	Date 2019-03-15
Client Reference No. - N° de référence du client 22120-19-3135621	
GETS Reference No. - N° de référence de SEAG PW-\$\$PR-735-76699	
File No. - N° de dossier pr735.21120-195621	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-04-29	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
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: Swanson, Manon	Buyer Id - Id de l'acheteur pr735
Telephone No. - N° de téléphone (343) 550-1659 ()	FAX No. - N° de FAX (819) 956-5454
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

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Solicitation No. - N° de l'invitation
21120-195621/A
Client Ref. No. - N° de réf. du client
21120-195621

Amd. No. - N° de la modif.
File No. - N° du dossier
pr735. 21120-195621

Buyer ID - Id de l'acheteur
pr735
CCC No./N° CCC - FMS No./N° VME

LIST OF ANNEXES

ANNEX "A" REQUIREMENT

ANNEX "B|"PURCHASE DESCRIPTION CAG-2-0505-764A

PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement associated with this bid solicitation.

1.2 Requirement

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

1.3 Debriefings

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

1.4 Trade Agreements

The requirement is subject to the provisions of the, the North American Free Trade Agreement (NAFTA), and Trade Agreement (CETA) and the Canadian Free Trade Agreement (CFTA).

1.5 Epost Connect Service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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: 60 days
Insert: 90 days

- Section 08, entitled Transmission by facsimile or by epost Connect, is amended as follows:
subsection 2. is deleted entirely and replaced with the following:

2.epost Connect

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the epost Connect service provided by Canada Post Corporation.
 - i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC headquarters is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

or, if applicable, the email address identified in the bid solicitation.
 - ii. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
- b. To submit a bid using epost Connect service, the Bidder must either:
 - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
- e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.

- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
- i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the epost Connect service.
- h. The Bid Receiving Unit will send an acknowledgement of the receipt of bid documents via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid documents and will not confirm if the attachments may be opened nor if the content is readable.
- i. Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- j. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

2.2 Submission of Bids

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

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Samples

Sample may be viewed (by appointment only) at the following offices:

Public Works & Government Services Canada

Supply Directorate
6th floor
1550 ave D'Estimauville
Quebec, Que. G1J 0C7
TEL: 418-649-2714
FAX: 418-648-2209
Attention: Micheline Naud
Email : 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: Debbie Brault or Umberto Fanelli
Email: TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca

Public Works & Government Services Canada

Suite 480, 33 City Centre Drive
Mississauga, Ont. L5B 2N5
TEL: 905-615-2030
FAX 905-615-2023
Attention: Ruth Ottman-Villarreal
Email : Ruth.Ottman-Villarreal@pwgsc-tpsgc.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
Email: bev.laurin@tpsgc-pwgsc.gc.ca

Solicitation No. - N° de l'invitation
21120-195621/A
Client Ref. No. - N° de réf. du client
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pr735. 21120-195621

Buyer ID - Id de l'acheteur
pr735
CCC No./N° CCC - FMS No./N° VME

**Public Works & Government Services
Canada**

Telus Plaza North
10025 Jasper Avenue, 5th Floor
Edmonton, AB T5J 1S6
TEL: (587) 337-7816
FAX: (780) 497-3510
Attention: Jayeeta Das
Email : wst-pa-edm@tpsgc-pwgsc.gc.ca

**Public Works & Government Services
Canada**

Pacific Region
Vancouver Commercial Acquisitions
219 - 800 Burrard Street
Vancouver, B.C V6Z 0B9
Attention: Betty Chan
TEL. : 604-360-3734
Email: betty.chan@tpsgc-pwgsc.gc.ca
FAX : 604-775-7526
OR
Attention: Sangeeta Dutt
TEL. : 604-666-1488
Email: sangeeta.dutt@pwgsc-tpsgc.gc.ca

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

The bid must be gathered per section and separated as follows:

Section I: Technical Bid (2 hard copies)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

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 (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

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

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work (reference pre-award sample, Part 4, Evaluation Procedures, 4.1.1.1 Mandatory Technical Criteria)

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete the following to identify which ones are accepted.

If not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion

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3.1.2 Exchange Rate Fluctuation

[C3011T](#) 2013/11/06 Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Pre-Award Sample(s) and Supporting Documentation

As part of the technical evaluation, to confirm a Bidder's capability of meeting the technical requirements, one (1) pre-award sample of item 1 must be included with the bid

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

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

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

The requirement for a pre-award sample will not relieve the successful bidder from submitting samples as contract terms or from strictly adhering to the technical requirement of this Request for proposal and any resultant contract.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

- a. The Bidder must submit firm unit prices in Canadian dollars, applicable taxes are excluded, DDP (Laval Quebec)) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.

4.1.2.2 SACC MANUAL CLAUSE

[A9033T](#) 2012/07/16 Financial Capability

4.2 Basis of Selection

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

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

4.3 Contract Financial Security

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

- i. a security deposit as defined in clause "Security Deposit Definition" in the amount of up to ten percent (10%) of the contract price.
2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmaturing, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
3. If Canada does not receive the required financial security within the specified period, Canada may, as its discretion, accept another offer, issue a new bid solicitation, award a contract or reject all the bids.

4.4 Security Deposit Definition

1. "security deposit" means
 - (a) a bill of exchange that is payable to the Receiver General for Canada, and certified by an approved financial institution or drawn by an approved financial institution on itself; or
 - (b) a Government guaranteed bond; or
 - (c) an irrevocable standby letter of credit, or
 - (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;
2. "approved financial institution" means
 - (a) any corporation or institution that is a member of the Canadian Payments Association;
 - (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
 - (c) a credit union as defined in paragraph 137(6) the *Income Tax Act*;
 - (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by Canadian province or territory; or
 - (e) the Canada Post Corporation.
3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:
 - (a) payable to bearer;
 - (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the *Domestic Bonds of Canada Regulations*;
 - (c) registered in the name of the Receiver General for Canada.
4. "irrevocable standby letter of credit"
 - (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
 - (i) will make a payment to or to the order of Canada, as the beneficiary;
 - (ii) will accept and pay bills of exchange drawn by Canada;
 - (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
 - (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
 - (b) must state the face amount which may be drawn against it;
 - (c) must state its expiry date;

- (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
- (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
- (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
- (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

PART 5 – CERTIFICATIONS 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 Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract

5.1 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.

5.1.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Integrity and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Sample(s) and Production Certification

The Bidder certifies that:

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

The Contractor must provide the items detailed under "Requirement" at Annex "A" and in accordance with the Product description detailed under Annex "B".

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2030 (2018/06/21), General Conditions - Goods (Higher Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Required (Desirable) - Firm Quantity item no 1

All firm deliverables are requested complete by December 2019

Delivery - Firm Quantity - item no 1

The delivery must be made within 120 calendar days from the date of the written notice of approval of pre-production sample.

Delivery – (desirable) Option Quantity Year 2/Year 3 (Item no 3 identified at Annex "A")

The delivery of the option quantity must commence within 120 calendar days from receipt of the contract amendment.

6.4.1.1 Delivery – Appointments

The Contractor must make deliveries to the warehouse in Laval by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the warehouse at 450-661-9550 ext. 3216, between 7:30 a.m. and 3:30 p.m. The warehouse may refuse shipments when prior arrangements have not been made.

6.4.1.2 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered:
 - (a) Delivered Duty Paid (DDP) (Laval, Quebec) Incoterms 2000 for shipments from commercial contractor.

6.4.1.3 Packaging – Commercial

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

All boxes, cartons, etc. are to be labelled with the NATO stock number, description, contract number, requisition and quantities.

Each skid must contain the same size.

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

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

All documents including Packaging and Delivery Slips must indicate item Number, Color, Size, Quantity, NATO Stock Number, Requisition and Contract Serial Numbers.

A copy of all packaging/delivery slips must be sent to:

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

6.4.1.4 Rejected goods

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Manon Swanson
Public Works and Government Services Canada
Acquisitions Branch
Commercial and Consumer Products Directorate (CCPD)
Clothing & Textiles Division
L'Esplanade Laurier, East Tower 7th Floor
140 O'Connor, Street, Ottawa, Ontario
K1A 0R5 Canada
Telephone : 343-550-1659
E-mail address: manon.swanson@tpsgc-pwgsc.gc.ca

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

6.5.2 Technical Authority

The Technical Authority for this Contract is:

Public Works & Government Services Canada
Commercial and Consumer Products Directorate (CCPD)
L'Esplanade Laurier, East Tower 7th Floor
140 O'Connor, Street, Ottawa, Ontario
K1A 0R5 Canada
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.

6.5.3 Procurement Authority

The Procurement Authority for the Contract is: (to be advised at contract)

_____ (Name of Procurement Authority)
_____ (Title)
_____ (Organization)
_____ (Address)
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail: _____.

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.4 Contractor's Representative

The person responsible for :

General enquiries

Name: _____
Telephone No.: _____
E-mail address: _____

Delivery follow-up

Name: _____
Telephone No.: _____
E-mail address: _____

6.6. Payment

6.6.1 Basis of Payment – Firm Unit Prices

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

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

6.6.2 SACC Manual Clauses

[H1001C](#) 2008/05/12 Multiple Payments

6.6.3 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a) Please forward an electronic copy to the following email address for certification and payment: GENNHQTSFFSSTISF@CSC-SCC.GC.CA AND TO GEN-NHQEMPLOYEECLOTH@CSC-SCC.GC.CA. Please stamp ORIGINAL COPY on the invoice.
 - b) One (1) copy must be forwarded to the Contracting Authority at manon.swanson@tpsgc-pwgsc.gc.ca
 - c) The original and one (1) copy must be forwarded to the consignee for certification and payment.

6.8 Insurance

SACC Manual clause G1005C (2016/01/28) Insurance

6.9 Certifications and Additional Information

6.9.1 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.

6.10 Applicable Laws

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

6.11 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 (2018/06/21), General Conditions - Goods (Higher Complexity);
- c) Annex "A", Requirement;
- d) Annex "B" –Purchase description
- e) Sealed Sample;
- f) the Contractor's bid dated _____

6.12 Materials: Contrator 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.

6.13 Plant Closing

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

Year 1 2019/2020

Summer Holiday FROM _____ TO _____

Christmas Holiday FROM _____ TO _____

Year 2 2020/2021

Summer Holiday FROM _____ TO _____

Christmas Holiday FROM _____ TO _____

Year 3 2021/2022

Summer Holiday FROM _____ TO _____

Christmas Holiday FROM _____ TO _____

6.14 Plant Location

Items will be manufactured at: _____

6.15 Subcontractors

The following subcontractors will be utilized in the performance of the contract.

Name of Company: _____

Location: _____

Value of subcontract: \$ _____

Nature of subcontracting work performed: _____

Subcontractors, other than those listed above, may not be utilized without the written permission of Canada.

6.16 Overshipment

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

6.17 Pre-Production Samples

1. The Contractor must provide two (2) pre-production samples of item 001, accompanied by the sealed sample if applicable, to the Technical Authority for acceptance within 45 calendar days from date of contract award.

2. If the pre-production samples are rejected, the Contractor must submit second pre-production samples within 21 calendar days of notification of rejection from the Technical Authority.
3. If the pre-production samples are accepted by either full acceptance or conditional acceptance, the Contractor must proceed with production as per the Contract requirements.
4. Rejection by the Technical Authority of the second pre-production samples submitted by the Contractor for failing to meet the contract requirements will be grounds for termination of the Contract for default.
5. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.
6. The pre-production samples submitted by the Contractor will remain the property of Canada.
7. The Technical Authority will notify the Contractor, in writing, of the full acceptance, conditional acceptance, or rejection of the pre-production samples. A copy of this notification will also be provided by the Technical Authority to the Contracting Authority. The notice of the full acceptance or conditional acceptance does not relieve the Contractor from complying with all requirements and conditions of the Contract.
8. The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received a written notification from the Technical Authority that the preproduction samples are fully acceptable or conditionally acceptable. Any production of items before pre-production sample acceptance will be at the sole risk of the Contractor.
9. The pre-production samples may not be required if the Contractor is currently in production. The request for waiver of pre-production samples must be made by the Contractor in writing to the Contracting Authority. The waiving of this requirement will be at the sole discretion of the Technical Authority and will be evidenced through a contract amendment.

6.18.1 Sealed Sample - Guidance Only

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

6.18.2 Sealed Sample - Return to Sender

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

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

6.19 Financial Security

1. Canada may convert the security deposit to the use of Canada if any circumstance exists which would entitle Canada to terminate the Contract for default, but any such conversion will not constitute termination of the Contract.
2. Where Canada so converts the security deposit:

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

Solicitation No. - N° de l'invitation
21120-195621/A
Client Ref. No. - N° de réf. du client
21120-195621

Amd. No. - N° de la modif.
File No. - N° du dossier
pr735. 21120-195621

Buyer ID - Id de l'acheteur
pr735
CCC No./N° CCC - FMS No./N° VME

ANNEX «A» REQUIREMENT

A.1. TECHNICAL REQUIREMENT

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

The items must be manufactured in accordance with the following standards:
Annex B, Purchase Description CAG-2-0505-764A, Insole, Full Length Arch Support (Gym Shoes),
Inmates Correctional Service Canada; and Sealed Sample .

A.2. ADDRESSES

Destination Address	Invoicing Address
DEPOT NATIONAL Correctional Services Canada 250 Montée St-François Laval, Quebec H7C 1S5	GENNHQTSFFSSTISF@CSC-SCC.GC.CA AND TO GEN-NHQEMPLOYEECLOTH@CSC-SCC.GC.CA

A.3. DELIVERABLES

CONTRACT QUANTITY

A.3.1 Firm Quantity – Year 1 (regual sizes)

Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
1	Insole, Gym Shoes	9,648	pair	\$ _____

SIZE ROLL

Size Roll - Firm Year One

Item No.	Stock No.	Size	Unit	Quantity
1	8335219056402	5	Pair	0
2	8335219056403	6	Pair	0
3	8335219056404	7	Pair	0
4	8335219056405	8	Pair	0
5	8335219056406	9	Pair	0
6	8335219056407	10	Pair	4320
7	8335219056408	11	Pair	3600
8	8335219056409	12	Pair	1440
9	8335219056410	13	Pair	0
10	8335219056411	14	Pair	288
11	8335219056412	15	Pair	0
TOTAL:				9648

A.3.2 “As and When Requested” Quantity – regular sizes (valid from contract award for a period of 36 months)

Item	Description	Estimated Quantity (total) for 3 years	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
2	Insole, Gym Shoes	15,000	Pair	Year 1: \$ _____ Year 2: \$ _____ Year 3: _____

Year 1: if ordered within 12 months from the date of contract award.

Year 2: if ordered between 13 et 24 months from the date of contract award.

Year 3: if ordered between 25 et 36 months from the date of contract award

A.3.3 OPTION (regular sizes)

Item	Description	Estimated Quantity per year	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable taxes extra
3	Insole, Gym Shoes	Max 15,000	Pair	Year 1 \$ _____ Year 2 \$ _____

Option quantity Year 1: if exercised, within 24 months after the contract award date

Option quantity Year 2: if exercised, within 36 months after the contract award date

A.4. "AS AND WHEN REQUESTED" QUANTITY - Identified as Item 002

Under this Contract, the Contractor is required to provide certain goods to Canada on an "as and when requested" basis. Except as expressly provided in this Contract, Canada is not obliged to request any such goods under this Contract and this Contract does not represent a commitment to purchase such goods exclusively from the Contractor.

CSC may issue orders for "as and when requested" quantity directly to the Contractor detailing the exact quantities of goods being ordered and the delivery date during the effective period and in accordance with the predetermined conditions.

The quantity of "as and when requested" goods specified under item 002 is only an approximation of requirements.

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

The period for placing "as and when requested" orders will be 36 months from contract award date.

The delivery of the "as and when requested" quantity must be made within 120 calendar days after receipt of the order document.

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

Order Limitation

"As and when requested" orders will be for a minimum quantity of : 500 pairs

Financial Limitation

The total cost to Canada resulting from orders of "as and when requested" quantities must not exceed the sum of \$ (to be established at contract), applicable taxes extra, unless otherwise authorized in writing by the Contracting Authority. The Contractor must not be obligated to perform any work or services or supply any articles in response to orders which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

A.5. OPTION QUANTITY - Identified as Item 003 The Contractor grants to Canada the irrevocable option to acquire the goods described under item 003 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 15,000 pairs per amendment and will be evidenced through a contract amendment. One amendment may result per option

The Contracting Authority may exercise the option Y1 within 24 months after contract award date by sending a written notice to the Contractor.

The Contracting Authority may exercise the option Y2 within 36 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.

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pr735. 21120-195621

Buyer ID - Id de l'acheteur
pr735
CCC No./N° CCC - FMS No./N° VME

ANNEX B
PURCHASE DESCRIPTION CAG-2-0505-764A

PURCHASE DESCRIPTION

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

SCOPE:

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

Insole shall be a neoprene injection with nitrogen bubbles, moulded or polyethylene thermo foam moulded, white with charcoal grey, and black or blue nylon/polyester plain 1x1 rib knit liner.

Shock absorbing pads installed on the bottom of the insole of sufficient size to cover the areas of impact of the calcaneus and metatarsal.

Sealed Sample:

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

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

APPLICABLE PUBLICATIONS:

The following publication shall form part of this requirement:

ASTM D-3575: Compression Set

This standard can be ordered by contacting:

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

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

Base 5/32" (4 mm) cross linked polyethylene foam, natural.

Density: 4 lbs / f³

Tensile Strength: 85 PSI

DESCRIPTION D'ACHAT

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

OBJET :

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

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

Échantillon réglementaire :

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

PUBLICATION APPLICABLE :

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

ASTM D-3575 : Compression Set

La norme peut être commandée de :

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

MATÉRIEL ET CONFECTION :**Matériel fourni par l'entrepreneur :**

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

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

Production Process:

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

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

INSOLE SIZE CHART

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

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

PACKAGING

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

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

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

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

Procédé de production :

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

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

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

POINTURES DES SEMELLES INTÉRIEURES

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

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

CONDITIONNEMENT

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