



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

By Epost Connect or by fax

Bid Fax: (819) 997-9776

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Title - Sujet Insoles (Gym Shoes)	
Solicitation No. - N° de l'invitation 21120-213499/A	Date 2020-09-22
Client Reference No. - N° de référence du client 21120-21-3563499	
GETS Reference No. - N° de référence de SEAG PW-\$\$PR-771-79101	
File No. - N° de dossier pr771.21120-213499	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-11-02	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Ferron, Nathalie	Buyer Id - Id de l'acheteur pr771
Telephone No. - N° de téléphone (873) 355-9449 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Clothing and Textiles Division / Division des vêtements et des textiles
L'Esplanade Laurier,
East Tower 7th Floor
Tour est 7e étage
140 O'Connor, rue O'Connor,
Ottawa
Ontario
K1A 0R5

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	CSC- National Depot 250 Montee St- Francois Laval QC, H7S 1S5 ATTN: Mleanie Tasoulie	I - 1	Correctional Services Canada Send invoice to : GENNHQSSFFSSTISF@CSC-SCC.GC.CA and GEN-NHQEMPLOYEECLOTH@CSC-SCC.GC.CA



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM	Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Insoles gym shoes based on a one-y ear firmquantity	D-1	I-1	9648	Each	\$	\$		See Herein	
2	Option year 1 FY 2021-2022	D-1	I-1	15000	Each	\$	\$		See Herein	
3	Option year 2 FY 2022-2023	D-1	I-1	15000	Each	\$	\$		See Herein	

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File No. - N° du dossier
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*****Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, bidders must transmit their bid electronically using the epost Connect service or fax (819-997-9776). Paper bid will not be accepted.*****

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 the 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 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>) 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](#) (2020/05/28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids must be submitted electronically only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date and time indicated in the bid solicitation using the epost Connect Service or fax (819-997-9776).

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 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.4 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.

2.5 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.

2.6 Bid Challenge and Recourse Mechanisms

(a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, bidders must transmit their bid electronically using the epost Connect service or fax (819-997-9776). Paper bid will not be accepted.

- 3.1.1** 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, submitted by epost Connect or by fax, must be gathered per section and separated as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications
- Section IV: Additional Information

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of the facsimile copy and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the facsimile copy.

- 3.1.2** Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- 3.1.3** Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
- (a) use a numbering system that corresponds to the bid solicitation.
- 3.1.4** 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) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Bidders should:
- (a) 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;
 - (b) 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; and
 - (c) provide details of their policies and practices in relation to the following initiatives, for information purposes only:
 - environmentally responsible manufacturing;
 - environmentally responsible waste disposal;
 - waste reduction;
 - packaging;
 - re-use strategies;

- recycling.

3.2 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 (reference pre-award sample, Part 4, Evaluation Procedures, 4.1.1.1 Mandatory Technical Criteria).

3.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment (reference Part 4, Evaluation Procedures, 4.1.2 Financial Evaluation).

3.3.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “C” Electronic Payment Instruments, to identify which ones are accepted.

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

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

3.3.2 Exchange Rate Fluctuation

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

3.4 Section III: Certifications

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

3.5 Section IV: Additional Information

The information required in this Section should be submitted with the bid, but may be submitted afterwards. If information is missing from the bid, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the information within the time frame provided will render the bid non-responsive.

3.5.1 Resulting Contract Information

Bidder input is required to complete several sections under Part 6, Resulting Contract Clauses.

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 Samples and Supporting Documentation

As part of the technical evaluation, to confirm a Bidder's capability of meeting the technical requirements, one (1) pre-award sample of each of the following items: **Insole Gym Shoe for men regular sizes 9, 10, 11, 12 and 14** and certificates of compliance must be submitted at time of bid closing at no charge to Canada.

The samples must be sent to the following address:

**PSPC
Mailroom 0B3
Place du Portage
Phase III
11, Laurier Street
Gatineau QC
K1A 0S5
ATTN : NATHALIE FERRON
SOLICITATION NUMBER : 21120-213499/A**

The certificates of compliance must be sent electronically with the bid.

Certificates of Compliance for **base, cover and cushion pads** are required as defined herein:

- 1) Base: 5/32" (4 mm) cross linked polyethylene foam, natural. Density: 4 lbs / f³, Tensile Strength: 85 PSI
- 2) Cover: 100% polyester knit – 6.4 oz, 150 denier (167 d'tex) laminated to 0.125 Memory foam 6 lb.
- 3) Cushion Pads: 0.093: cellular polyurethane, Density: 17 lbs/f³, Tensile Strength: 125 PSI, Compression Set: 2% (ASTM D-3575)

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

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

CERTIFICATE OF COMPLIANCE-DEFINITION

A Certificate of Compliance is a written statement from an appropriate official of the component manufacturer attesting the full compliance of the component(s) (base, cover and cushion pads) of the specification. This document must be on official company stationery; it must be dated after the Request for Proposal posting date; it must make reference to the applicable specification and have the original signature of the company's designated representative. Canada reserves the right to verify the statements made in the Certificate of Compliance. Full test results, demonstrating the product's compliance, will be accepted in lieu of a Certificate of Compliance.

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.
- b. The Bidder must submit firm unit pricing for all items including option and "as and when requested" quantities.

4.1.2.2 SACC MANUAL CLAUSE

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

4.2 Basis of Selection

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

The responsive bid with the lowest evaluated aggregate price will be recommended for award of a contract (1 contract only). Evaluation will be established using the firm quantity for the items, and 100% of the option quantities 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 Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 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.

5.2.1 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 [Ineligibility 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.

5.2.2 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" 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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Sample(s) and Production Certification

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pr771. 21120-213499

Buyer ID - Id de l'acheteur
pr771
CCC No./N° CCC - FMS No./N° VME

The Bidder certifies that:

() the manufacturer that produced the pre-award samples 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

There is no security requirement applicable to the Contract.

6.2 Requirement

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2030 \(2020/05/28\), General Conditions - Goods \(Higher Complexity\), apply to and form part of the Contract.](#)

6.4 Term of Contract

6.4.1 Delivery

6.4.1.1 Delivery Required (Desirable) - Firm Quantity item 1

All firm deliverables are requested complete by *(to be advised at contract)*.

Delivery - Option Quantity item 2

The delivery of the option quantity must commence within 90 calendar days from receipt of the contract amendment.

Delivery – "As and when" – Item 3

The delivery of an "As and when" quantity must commence within 90 calendar days from receipt of the call-up against the contract.

6.4.1.2 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 450-661-7786 ext. 4511 and/or 4561 and/or 4504, between 7:30 a.m. and 4:00 p.m. The warehouse may refuse shipments when prior arrangements have not been made.

6.4.1.3 Shipping Instructions - Delivery at Destination

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

6.4.1.4 Packaging - Commercial

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

Each carton to consist on only one size.

All boxes and cartons must be labelled with the NATO stock number, colour, size, quantity, description, contract and the client reference numbers. They must also show if delivery is for the firm quantity, the "as & when" quantity or the option quantity.

All boxes are to be double wall box that meet the following requirements of 44 edge crush test (ECT).

All documents including packing and delivery slips, must indicate size, colour, quantity, NATO number, contract number with each delivery.

All good must be delivered on skids.

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

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

6.4.1.5 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:

Nathalie Ferron
Public Works and Government Services Canada
Acquisitions Branch
Commercial and Consumer Products Directorate (CCPD)
Clothing & Textiles Division
Telephone : 873-355-9449
E-mail address: nathalie.ferron@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)
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: *(to be advised at contract)*

General enquiries

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

Delivery follow-up

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

6.6 Payment

6.6.1 Basis of Payment – Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit 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

(To be advised at contract award)

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) The original and one (1) copy must be forwarded to the following addresses for certification and payment. Please forward an electronic copy to the following email addresses: GENNHQTSFFSSTISF@CSC-SCC.GC.CA and to GEN-NHQEMPLOYEECLOTH@CSC-SCC.GC.CA
 - b) One (1) copy must be forwarded to the Contracting Authority by email.

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](#) (2020/05/28), General Conditions - Goods (Higher Complexity);
- c) Annex "A" - Requirement;
- d) Annex "B" – Purchase description
- e) Annex "C" – Call-up against a contract form
- f) the Contractor's bid dated _____ .

6.12 Materials: Contractor Total Supply

The Contractor will be responsible for obtaining all materials required in the manufacture of the items specified. The delivery stated for the items allows the necessary time to obtain such materials.

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.

2020

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

2021

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

2022

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

2023

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

6.14 Plant Location

Items will be manufactured at: _____

6.15 Subcontractor(s)

The following subcontractor(s) will be utilized in the performance of the contract.

Name of Company: _____
Location: _____
Value of subcontract: \$ _____
Nature of subcontracting work performed: _____

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

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 one (1) pair of each of the following pre-production samples: **Insole Gym Shoe for men, regular sizes 9, 10, 11, 12 and 14**, 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 the 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 pre-production samples are fully acceptable or conditionally acceptable. Any production of items before pre-production sample acceptance will be at the sole risk of the Contractor.
9. The pre-production samples may not be required if the Contractor is currently in production. The request for waiver of pre-production samples must be made by the Contractor in writing to the Contracting Authority. The waiving of this requirement will be at the sole discretion of the Technical Authority and will be evidenced through a contract amendment.

6.18 Production Sample(s)

1. In addition to the pre-production samples, and if requested by the Technical Authority, the Contractor must take the production samples of one (1) pair of each of the following pre-production samples: **Insole Gym Shoe for men regular sizes 9, 10, 11, 12 and 14** from the first production run and provide them to the Technical Authority for acceptance within 21 calendar days from the start of the production.
2. Rejection by the Technical Authority of the production samples submitted by the Contractor for failing to meet the contract requirements will be grounds for termination of the Contract for default.

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 re-established to the level of the amount stated above so that this amount is continued and available until completion of the contract period.

6.20 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A" - REQUIREMENT

A.1 TECHNICAL REQUIREMENT

The Contractor is required to provide Canada for the Correctional Service of Canada (CSC) with Insoles for Gym Shoes in accordance with the following: Annex B - Purchase Description CAG-2-0505-764A.

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

Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price in CAD, DDP, Transportation costs included, Applicable taxes extra
1	Insoles for Gym Shoes, Male, Regular size	16,560	Pair	\$ _____

Size Roll

Stock No.	Regular Size	Unit	Quantity
8335219056402	5	Pair	0
8335219056403	6	Pair	0
8335219056404	7	Pair	0
8335219056405	8	Pair	0
8335219056406	9	Pair	1872
8335219056407	10	Pair	7200
8335219056408	11	Pair	4752
8335219056409	12	Pair	2160
8335219056410	13	Pair	0
8335219056411	14	Pair	576
8335219056412	15	Pair	0
TOTAL:			16,560

A.3.2 OPTION – Quantity

Item	Description	Estimated Quantity Per Option	Unit of Issue	Firm Unit Price in CAD, DDP, Transportation costs included, Applicable taxes extra	
				Option 1	Option 2
2	Insoles for Gym Shoes, Male, Regular size	Minimum 500 Maximum 15,000	Pair	\$ _____	\$ _____

Option 1: Firm unit price if ordered within 24 months from contract award.
 Option 2: Firm unit price if ordered within 25 to 36 months from contract award.

OPTION – Quantity

The Contractor grants to Canada the irrevocable option to acquire the goods described under item 2 under the same terms and conditions and at the prices stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced through contracts amendments for a minimum quantity of 500 per amendment up to a maximum quantity of 30,000 for all amendments in total.

The Contracting Authority may exercise the option within 36 months after contract award date by sending a written notice to the Contractor. Multiple amendments may result.

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

A.3.3 “As and When Requested” Quantity

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price in CAD, DDP, Transportation costs included, Applicable taxes extra
3	Insoles for Gym Shoes, Male, Regular size	Minimum 500 Maximum 15,000	Pair	Year 1: \$ _____ Year 2: \$ _____ Year 3: \$ _____

Year 1 – Firm unit price if ordered within 12 months from contract award
 Year 2 – Firm unit price if ordered within 13-24 months from contract award
 Year 3 – Firm unit price if ordered within 25-36 months from contract award

“As and When Requested” Quantity

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(ies) directly to the Contractor detailing the exact quantities of goods being ordered and the delivery date during the effective period and in accordance with the predetermined conditions.

The quantity of “as and when requested” goods specified under item 3 is only an approximation of requirements.

Solicitation No. - N° de l'invitation
21120-213499/A
Client Ref. No. - N° de réf. du client
21120-213499

Amd. No. - N° de la modif.
File No. - N° du dossier
pr771. 21120-213499

Buyer ID - Id de l'acheteur
pr771
CCC No./N° CCC - FMS No./N° VME

Orders for "as and when requested" quantity(ies) will be made on Form GC227, Call-up against a contract.

One (1) electronic copy of each GC227, Call-up against a contract must be forwarded to the Contracting Authority by email.

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

The delivery of the "as and when requested" quantities must be made within 90 calendar days after receipt of the order document.

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.

Order Limitation

"As and when requested" orders will be for quantities between 500 and 15,000 pairs, regular size.

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

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.

Solicitation No. - N° de l'invitation
21120-213499/A
Client Ref. No. - N° de réf. du client
21120-213499

Amd. No. - N° de la modif.
File No. - N° du dossier
pr771. 21120-213499

Buyer ID - Id de l'acheteur
pr771
CCC No./N° CCC - FMS No./N° VME

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

(attached hereto)

Solicitation No. - N° de l'invitation
21120-213499/A
Client Ref. No. - N° de réf. du client
21120-213499

Amd. No. - N° de la modif.
File No. - N° du dossier
pr771. 21120-213499

Buyer ID - Id de l'acheteur
pr771
CCC No./N° CCC - FMS No./N° VME

ANNEX "C" - ELECTRONIC PAYMENT INSTRUMENTS

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);

Solicitation No. - N° de l'invitation
21120-213499/A
Client Ref. No. - N° de réf. du client
21120-213499

Amd. No. - N° de la modif.
File No. - N° du dossier
pr771. 21120-213499

Buyer ID - Id de l'acheteur
pr771
CCC No./N° CCC - FMS No./N° VME

ANNEX "D" – CALL-UP AGAINST A CONTRACT FORM

(attached hereto)

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 / P
Tensile Strength: 85 PSI

DESCRIPTION D'ACHAT

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

OBJET :

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

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

Échantillon réglementaire :

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

PUBLICATION APPLICABLE :

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

ASTM D-3575 : Compression Set

La norme peut être commandée de :

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

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

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

Cushion Pads: 0.093: cellular polyurethane
Density: 17 lbs/ft³
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 calcanéum et du métatarse.

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

POINTURES DES SEMELLES INTÉRIEURES

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

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

CONDITIONNEMENT

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

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

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



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

November 5, 2018

Date

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

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

Date

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

Name/nom

Title/titre

Date

Contract No. - N° du contrat	Call-up No. - N° de commande
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Item No. N° de l'article	Stock number / Item Description N° de nomenclature / Description de l'article	U. of I. U. de d.	Qty Qté	Unit Price Prix unitaire (\$)	Extended Price Prix total prévu (\$)