

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067

**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 Textile Fabrics	
Solicitation No. - N° de l'invitation 21K01-120001/A	Date 2012-07-12
Client Reference No. - N° de référence du client 21K01-12-0001	
GETS Reference No. - N° de référence de SEAG PW-\$KIN-514-5894	
File No. - N° de dossier KIN-2-38120 (514)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-08-22	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Beaulieu, Gisele	Buyer Id - Id de l'acheteur kin514
Telephone No. - N° de téléphone (613) 545-8064 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CORRECTIONAL SERVICE OF CANADA Corcan Grand Valley Inst 1575 Homer Watson Blvd KINGSTON Ontario K7L4Y8 Canada	

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
Public Works and Government Services / Travaux publics et
services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

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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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

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

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) calendar days

Insert: one hundred and twenty (120) calendar days

2. Submission of Bids

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

3. Enquiries - Bid Solicitation

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

questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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.

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.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

1.1 SACC Manual Clauses

C3011T (2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

1- Pre-award sample and supporting documentation

As part of the technical evaluation, to confirm a Bidder's capability of meeting the technical requirements the Bidder must take a production sample, one (1) metre in length, full width, from the first production run and specification sheet and submit it with their bid.

The Bidder must ensure that the required pre-award sample of the fabric 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 of the fabric and specification sheet at no charge to Canada and must ensure that it is received with the bid at time and place of bid closing. Failure to submit the required pre-award sample and specification sheet 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 sample will be evaluated for quality of workmanship and conformance to technical specifications.

In the event that a sample in the desired colour is not available to the bidder in a time frame to manufacture the pre-award sample, the Bidder may use a similar colour, on the condition that a letter addressing that the substitution is submitted with the pre-award sample, together with a statement that, should the Bidder be awarded the contract, the colour will be strictly in accordance with the technical requirement.

2- Mandatory Delivery Required - Firm Quantity

- 1/5th - November 19th, 2012
- 1/5th - December 10, 2012
- 1/5th - January 2, 2013
- 1/5th - January 28, 2013
- 1/5th - February 25th, 2013

1.2 Financial Evaluation

1.2.1 Mandatory Financial Criteria

1- The Bidder must submit firm unit prices in Canadian dollars, GST extra, DDP (Kitchener, Ontario) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.

2. Basis of Selection

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

The responsive bid with the lowest evaluated price will be recommended for award of a contract.

One Contract will be awarded.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1- Certification Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1.1 Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the

Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

(a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

(b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

(c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;

(d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Web site.

1.2 Sample(s) and Production Certification

() 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

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

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

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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2012-03-02), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Mandatory Delivery Dates

Mandatory Delivery Required - Firm Quantity

- 1/5th - November 19th, 2012
- 1/5th - December 10, 2012
- 1/5th - January 2, 2013
- 1/5th - January 28, 2013
- 1/5th - February 25th, 2013

4.1.1 Delivery - Appointments

The Contractor must make deliveries to the CORCAN Grand Valley Institution by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the institution (****Canada will insert information at time of award****)

Delivery hours are Monday to Friday, from 8:00 a.m. to 11:00 a.m. and 1:00 p.m. to 3:30 p.m. Delivery must be confirmed two days in advance. The warehouse may refuse shipments when prior arrangements have not been made.

4.1.2 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered Duty Paid (DDP) (Kitchener, Ontario) Incoterms 2000 for shipments from commercial contractor.

4.1.3 Packaging and Marking

Best commercial packaging standards, to ensure safe arrival at destination. Rolls must be individually wrapped in two plastic bags and delivered on pallets.

Each roll must be identified as Grand Valley Institution, is to be labeled with the Fabric Width, Dye Lot Number, Quantity of Meters per roll and Contract and Requisition numbers at stated herein. Rolls should not exceed 60 lbs (27.22 kg).

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

CORCAN

Grand Valley Institution

1575 Homer Watson Blvd.

Kitchener, ON N2D 2C5

Attn: Business Manager (****Canada will insert information at time of award****)

Telephone No.: (****Canada will insert information at time of award****)

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Client Ref. No. - N° de réf. du client

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KIN-2-38120

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Gisele Beaulieu
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
86 Clarence Street, 2nd Floor
Kingston, Ontario K7L 1X3

Tel: (613) 545-8064
Fax: (613) 545-8067
Email: gisele.beaulieu@pwgsc-tpsgc.gc.ca

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

5.2 Technical Authority (Canada will insert information at time of award**)**

The Technical Authority for the Contract is:

Name:
Telephone :
Facsimile:
E-mail address:

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

5.3 Contractor's Representative (Please fill in the following information**)**

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in Annex B for a cost of \$ **(*Canada will insert information at time of award*)**. Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

6.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price
SACC Manual clause C2000C (2007-11-30) Taxes - Foreign Base Contractor

6.3 Payment

SACC Manual clause H1001C (2008-05-12) Multiple Payments

7. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

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

8. Certifications

8.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

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

10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

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21K01-12-0001

File No. - N° du dossier

KIN-2-38120

CCC No./N° CCC - FMS No/ N° VME

- (a) the Articles of Agreement;
- (b) 2010A (2012-03-02) General Conditions - Goods (Medium Complexity);
- (c) Annex "A", Requirement;
- (d) Annex "B", Basis of Payment;
- (e) the Contractor's bid dated **(*Canada will insert information at time of award*)**.

ANNEX "A"
REQUIREMENT

Nylon (Vellux Type) Fabric:

Metres Required: 12,150 Metres

Width: minimum 233.7cm - 92" maximum 238.8 cm - 94"

Weight: minimum 230gsm maximum 240 gsm

Colour: The color must be Gunmetal Gray - Pantone #18-0306 tpx (full order to be of one dye lot)

Roll Size: minimum 50 metres/roll maximum 60 metres/roll

Specifications:

Back/Base: network fabric (100% Terylene)

Middle: Polyurethane Foam (double sides)

Surface: 100% nylon fibre

Faults Assessment:

Assessment of Faults in Fabrics will be as per the following:

1. The fabric must be free from defects such as imperfections and blemishes that may adversely affect its appearance or serviceability when viewed under inspection conditions satisfactory to the Quality Assurance Representative (QAR).
2. Any defect acceptable to the QAR must be flagged along the right hand selvedge of the face side for each two (2) linear decimetres where this defect occurs.
3. The Contractor must deduct allowances from the gross piece length for each defect or splice, on the basis of two (2) linear decimetres per fault. The Contractor must record gross length, net length and number of splices on each piece ticket.
4. Fabric with more than twelve (12) defects per 100 metres will be rejected.
5. The following defects, if prevalent throughout the fabric, will result in rejection of the full pieces:
 - (a) Mill creases/calendar marks;
 - (b) Edge to edge shading;
 - (c) Tears, holes, burns or marks beyond 12 mm from the outer edge of the selvedge;
 - (d) Poor dye penetration and/or streaks;
 - (e) Weak or tender fabric;
 - (f) Warp or filling defect throughout

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6. The Contractor must ship no quantity in excess of the quantity specified unless the Contractor accepts the responsibility of the cost to return the product or that the additional quantity will be at no expense to the consignee.

ANNEX "B"**BASIS OF PAYMENT****Pricing Instructions:**

Firm Unit Price, DDP Kitchener ON, Transportation costs included, GST HST Extra.

Any charges that will be involved in storage of the full order during the shipping time frames must be included in the price.

Mandatory Delivery - Firm Quantity as per the following:

- § 1/5th - November 19th, 2012
- § 1/5th - December 10, 2012
- § 1/5th - January 2, 2013
- § 1/5th - January 28, 2013
- § 1/5th - February 25th, 2013

Item #	Description	Qty	Firm Unit Price, DDP Kitchener ON, Storage, Transportation costs included, GST HST Extra
001	Nylon (Velux Type) Fabric as per attached Annex "A" - Requirement	12,150 meters	\$ _____/meter