

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
**11 Laurier St./ 11 rue, Laurier**  
**Place du Portage, Phase III**  
**Core 0A1 / Noyau 0A1**  
**Gatineau, Québec K1A 0S5**  
**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> 30004651-Defensive "INERT" Spray	
<b>Solicitation No. - N° de l'invitation</b> 47131-139060/B	<b>Date</b> 2013-02-25
<b>Client Reference No. - N° de référence du client</b> 1000309060	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PV-938-62281	
<b>File No. - N° de dossier</b> pv938.47131-139060	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-04-08</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Roy, Paul	<b>Buyer Id - Id de l'acheteur</b> pv938
<b>Telephone No. - N° de téléphone</b> (819) 956-6919 ( )	<b>FAX No. - N° de FAX</b> (819) 956-3814
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  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**  
Scientific, Medical and Photographic Division / Division de  
l'équipement scientifique, des produits photographiques et  
pharmaceutiques  
11 Laurier St./ 11 rue, Laurier  
6B1, Place du Portage  
Gatineau, Québec K1A 0S5

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

The Canadian Border Services Agency (CBSA) has a requirement for 8,000 units of Defensive Spray used for training purposes by Border Service Officers (BSO). In accordance with the mandatory specifications detailed at the Purchase Description and at the prices stated under Annex "A" of the Contract.

#### **2.1 Optional Requirements**

The Bidder grants to Canada the irrevocable option to purchase up to 8,000 units per year for three (3) additional one (1) year periods, under the same terms and conditions and at the prices stated under Annex "A" of the Contract. Exercise of this option shall be by written notice from Canada. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

### **3. Debriefings**

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone.

## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) 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 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **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.

#### **2.1 Samples**

The Bidder must provide one (1) sample, transportation charges prepaid, and without charge to Canada, with bid document. The samples submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the samples do not meet the requirements of the bid solicitation, the bid will be declared non-responsive.

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### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 the province of 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 ( two (2) hard copies), consisting of technical brochures/literature to verify compliancy and test data, if applicable.**

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

**Section III: Certifications (one (1) hard copy)**

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

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.

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

- 1) use paper containing fiber 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 color printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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## 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.

The following applies to the Requirement and bidders must provide the following information in the bid where applicable:

### 1.1 Delivery

Delivery is required by May 17, 2013.

Although it is expected that the equipment be delivered within this time frame, the earliest date that can be achieved is : \_\_\_\_\_ (State your best delivery possible)

### 1.2 Contacts

Bidders are requested to provide the following: Information pertaining to Article 6.3 Contractor Representatives under Part 6, Resulting Contract Clauses

### 1.3 SACC Manual Clauses

B1000T Condition of Material (2007-11-30)

## Section II: Financial Bid

Bidders must submit their financial bid in Canadian funds and must provide the information that is required in Annex "A". The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, as applicable.

Bidders must submit their total firm price Delivered Duty Paid (DDP) destination Incoterms 2000; Canadian customs duties and excise taxes included, as applicable; and GST or HST excluded, if applicable.

## 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

All proposals submitted shall be completed in full and provide all of the information requested in the Request for Proposal (RFP) and the specifications detailed in the Purchase Description to enable a full and complete evaluation. If the requirement is not addressed in the bidder's proposal, the proposal will be considered incomplete or non-responsive and will be rejected. The onus is on the bidder to provide all the information necessary to ensure a complete and accurate assessment.

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### **1.1.2 Mandatory Technical Criteria**

See Purchase Description (attached)

### **1.2 Financial evaluation**

A0220T          Evaluation of Price          2007-05-25

### **2. Basis of Selection**

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

## PART 5 - CERTIFICATIONS

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 the 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. Code of Conduct Certifications - Certifications Required Precedent to Contract Award

**1.1** Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

### 2. Certifications Required with the Bid

Bidders must provide the required certifications, as part of their bid. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

#### 2.1 Federal Contractors Program for Employment Equity \$200,000 or more

1. The Federal Contractors Program for Employment Equity (FCP-EE) requires that some suppliers bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP-EE, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contract 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-EE for a reason other than the reduction of their workforce to less than 100 employees. Any bid from ineligible contractors will be declared non-responsive.

2. the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP-EE, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity to the Labour Branch of HRSDC.

3. The Bidder certifies its status with the FCP-EE, as follows:

The Bidder

- (a) ( ) is not subject to the FCP-EE, having a workforce of less than 100 permanent full time, part-time or temporary employees in Canada,

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- (b)  is not subject to the FCP-EE, being a regulated employer under the Employment Equity Act, S.C. 1995, c.44;
- (c)  is subject to the requirements of the FCP-EE, having a workforce of 100 or more permanent full time, part- time or temporary employees in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d)  is subject to the FCP-EE, and has a valid certificate number as follows: \_\_\_\_\_  
(e.g. has not been declared ineligible contractor by HRSDC).

Further information on the FCP-EE is available on the following HRSDC Web site:

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## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

The Canadian Border Services Agency (CBSA) has a requirement for 8,000 units of Defensive Spray used for training purposes by Border Service Officers (BSO). In accordance with the mandatory specifications detailed at the Purchase Description and at the prices stated under Annex "A" of the Contract.

#### **2.1 Optional Requirements**

The Contractor grants to Canada the irrevocable option to purchase up to 8,000 units for three (3) additional one (1) year periods, under the same terms and conditions and at the prices stated under Annex "A" of the Contract. Exercise of this option shall be by written notice from Canada. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment

### **3. General Conditions**

2010A (2012-11-19), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

### **4. Term of Contract**

The contract will be in force until all warranty or optional provisions of this agreement are expired.

#### **4.1 Delivery Date**

Delivery must be completed on or before (to be filled in at contract award).

### **5. Shipping Instructions - Delivery at Destination**

The delivery must be Delivery Duty Paid (DDP) Ottawa, Ontario, Incoterms 2000 for shipments from a commercial contractor.

The Contractor will be responsible for all shipping, costs and risks of transport, transport insurance and customs clearance including payment of customs duties and taxes.

### **6. Authorities**

#### **6.1 Contracting Authority**

The Contracting Authority for the Contract is:

Paul Roy  
Public Works and Government Services Canada  
Acquisitions Branch

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Commercial Consumer Products Directorate  
11 Laurier Street, 6A2, Phase III  
Place du Portage, Hull, Quebec, K1A 0S5  
Telephone: (819) 956-6919  
Facsimile: (819) 956-3814  
E-mail address: paul.roy@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.

## 6.2 Technical Authority (*to be filled in only at contract award*)

The Technical Authority named above 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.

## 6.3 Contractor's Representative (*to be filled in by the Bidder*)

The telephone number of the person responsible for :

General enquiries	Delivery Follow-up
Name: _____	Name: _____
Telephone No. _____	Telephone No. _____
Facsimile No. _____	Facsimile No. _____
E-mail address: _____	E-mail address: _____

## 7. Payment

### 7.1 Basis of Payment - Firm Price

1. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor shall be paid a firm price of \$ to be filled in at contract award, Goods and Services Tax or Harmonize Sales Tax extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Specifications, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority prior to their incorporation in the Work.

## 8. Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in section 10 of 2010A General Conditions - Goods (Medium Complexity).

Original copy to consignee with one copy to the **Contracting Authority**.

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## 9. Certifications

**9.1** 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.

## 10. Applicable Laws

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

## 11. SACC Manual Clauses

A9068C

Government Site Regulations

(2010-01-11)

## 12. 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) 2010A (2012-11-19) General Conditions - Goods (Medium Complexity);
- (c) Annex A, Basis of Payment;
- (d) Purchase Description
- (e) the Contractor's bid dated (insert date of bid) \_\_\_\_\_

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## ANNEX A Pricing Basis

### 1. Pricing Basis Requirement

**Bidder's must fill in the prices for the following items, Goods and Services Tax or Harmonize Sales Tax extra, if applicable.**

Defensive "INERT" Spray 8,000 Units, delivered before May 17, 2013, as per technical specifications detailed in the Purchase Description and at the following prices:

\_\_\_\_\_ \$ /each

### 2. Pricing Basis Optional requirements

The Contractor grants to Canada the irrevocable option to purchase the following items under the same terms and conditions stated in the Contract and at the prices stated below. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

**Bidder's must fill in the prices for the following items, Goods and Services Tax or Harmonize Sales Tax extra, if applicable.**

	Description	Quantity	Periods	Price per unit
<b>Optional year 1</b>	Defensive "INERT" Spray	Min. 6,000 Units with Max. 8,000 Units	to be filled in at contract award	
<b>Optional year 2</b>	Defensive "INERT" Spray	Min. 6,000 Units with Max. 8,000 Units	to be filled in at contract award	
<b>Optional year 3</b>	Defensive "INERT" Spray	Min. 6,000 Units with Max. 8,000 Units	to be filled in at contract award	
<b>As &amp; When Required</b>	Recycling of used canisters	Maximum of 8,000 units/year with no minimum		

# Defensive Spray, "INERT"

Purchase Description



File no. CBSA/ASFC-2012-11-109  
 Date of issue: 2013-02-06



**PURCHASE DESCRIPTION**

**DEFENSIVE SPRAY, "INERT"**

**1. SCOPE**

This purchase description describes the requirement for materials, design, construction and inspection of an "INERT" type of Defensive Spray used for training purposes by Border Service Officers (BSO) within the Canada Border Services Agency (CBSA).

**2. GENERAL REQUIREMENTS**

The "INERT" defensive spray is used for training purposes. It shall come in an 11cm high by 3.8cm diameter aerosol canister and shall contain only organic ingredients. The contents shall be pressurized using non-flammable and non-ozone depleting propellants. The canister shall be clearly labeled "INERT" and contain a minimum of 8 (eight) one second bursts.

3. All articles or materials covered by this purchase description shall be free from imperfections or blemishes such as may affect its appearance or serviceability. In the event of inconsistency with the purchase description, the Technical Authority shall be contacted for clarification.

**4. DESCRIPTION**

**4.1. INGREDIENTS:** Organic composition (no chemicals)

- Propylene Glycol USP                      8% to 10%
- Denatured Alcohol (SDA) 40B        8% to 10%
- Distilled Water                                80% to 84%

Ingredients are pressurized using a non-flammable and non-ozone depleting propellant.

**Note:** Any proposed formulas must not compromise performance and user safety. The contractor shall submit with the bid package the complete product content information.

**4.2. CANISTER:**

The aerosol canister shall be Aluminum, with a “push button” type release valve at the top of the can. The can will come complete with a protective, spring loaded, plastic safety cover to protect the release valve from being activated by accident. The safety cover will allow access from one side only so that the nozzle will be pointed away from the user. The safety cover will continue to function for the entire life cycle of the product. The canister shall be durable, shall not leak and shall last the entire life cycle of the product.

The canisters shall be permanently labeled with a white label covering a minimum of 98% of the canister. Care shall be taken to ensure that the labeling information (text) is not affected by handling.

**4.3. CANISTER DIMENSIONS:**

- Overall height            11cm ± 3mm
- Diameter                    3.8cm ± 2mm

**4.4. VOLUME/WEIGHT:**

- Average number of one second bursts            8
- Weight/Content                                        40 - 45 grams

**4.5. SPRAY PATTERN:**

The spray pattern shall be stream type with a minimum effective range of 4 meters. Canisters must be able to deploy continuously from any angle, position or orientation.

**4.6. SHELF LIFE:**

- Minimum 4 (four) years

#### 4.7. MARKING / INSTRUCTIONS

Individual canisters shall be CLEARLY IDENTIFIED AS “INERT”. All text shall be printed on the can itself.

All canisters shall contain the following information printed in English and French.

- Instructions on use and care
- Manufacturer’s identification
- Contents/Ingredients
- Expiry date
- First aid instructions

#### 5. PACKAGING

- 5.1. The outer packages **shall not** be marked with a description of the contents.
- 5.2. It is the responsibility of the manufacturer to ensure that goods are packaged in a suitable manner to be delivered in an undamaged condition. Any goods received in a damaged condition will be returned to the manufacturer for replacement at his full cost.
- 5.3. The contractor will package the “INERT” Defensive Spray in accordance with the industry standards and best commercial packaging.
- 5.4. The contractor will also identify clearly on the outside of each package (box) the following items:
  - Material Master number (see contract for specified size numbering)
  - Quantity contained in the box
  - Contract number