

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

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

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Title - Sujet VERTICAL TEXTILE APPARATUS	
Solicitation No. - N° de l'invitation H4091-144821/A	Date 2014-11-19
Client Reference No. - N° de référence du client H4091-144821	
GETS Reference No. - N° de référence de SEAG PW-\$\$PV-939-66160	
File No. - N° de dossier pv939.H4091-144821	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-01-02	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Quinn, Laurie	Buyer Id - Id de l'acheteur pv939
Telephone No. - N° de téléphone (819) 956-3824 ()	FAX No. - N° de FAX (819) 956-3814
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF HEALTH 1800 WALKLEY RD PRODUCT SAFETY LABORATORY OTTAWA Ontario K1A0L2 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

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

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



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	VERTICAL TEXTILE APPARATUS ASSET MASTER NUMBER: 1017426	H4091	I - 1	1	\$	\$	\$	See Herein	
2	SHIPPING ASSET MASTER NUMBER: 1017426	H4091	I - 1	1	\$	\$	\$	See Herein	

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Buyer ID - Id de l'acheteur

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TITLE – Vertical Flammability Textile Apparatus

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 "Line Item Detail".

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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

"The requirement is subject to the provisions of the the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

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 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days
Insert: ninety (90) days

2.2 Submission of Bids

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

2.3 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(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement. (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should follow the format instructions described below in the preparation of their offer:

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- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content;
- 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; and

3.1.1 Section I: Technical Bid

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

3.1.1.1 Product(s) Offered

The Bidder must indicate the make and model number of the products offered (identify specific components which make up the system):

Name of Manufacturer: _____

Model/Part Number: _____

Literature attached: Yes (☐) No (☐)

3.1.1.2 Point of Manufacture/Shipping

The Bidder must state the point of manufacture/shipping of goods or where service is to be performed:

Location: _____

Postal Code: _____

3.1.1.3 Delivery

While delivery must be no later than March 31, 2015, the best delivery that could be offered by the Bidder is _____.

3.1.1.4 Contacts

Bidders are requested to provide the following: Information pertaining to Article 5.3 Contractor Representatives under Part 6, Resulting Contract Clauses.

3.1.2 Section II: Financial Bid

The bidder must quote a firm lot price all inclusive of supply and manuals, DDP (Ottawa, Ontario), the total amount of applicable taxes must be shown separately. Freight charges to destination and all applicable Customs duties and Excise taxes must be included.

3.1.2.1 Exchange Rate Fluctuation

C3011T Exchange Rate Fluctuation (without protection)

2013-11-06

3.1.3 Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

All proposals submitted must be completed in full and provide all of the information requested in the Request for Proposal (RFP) package 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.

Confirm that you have read and understood by checking the: Yes _____

Factors for Evaluation

1. **PRICING BASIS (MANDATORY):** Prices must be firm, DDP Delivered Duty Paid.
2. **ABILITY TO MEET THE TECHNICAL REQUIREMENT (MANDATORY):**
 - a) **For Items Defined by Specifications:**

The bidder is requested to cross reference the mandatory technical criteria contained herein to their supporting technical documentation.
 - b) **Provision of Supporting Technical Documentation:**

Supporting technical documentation for the stores offered must be provided with the bid at time of bid closing.

Technical brochures or technical data **MUST** be provided to verify compliancy to the technical mandatory specifications.

Included: Yes:_____

3. **COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS REQUEST FOR PROPOSAL (MANDATORY)**

4. Please note that the requirements of the Federal Contractors Program for Employment Equity may apply - (see Part 5).
5. The Bidder must provide proof of certification of CSA or ULC standard (photocopy of certificate will suffice).

4.1.1.1 Mandatory Technical Criteria

See Annex "A"

4.1.2 Financial Evaluation

Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP (Ottawa, Ontario) Incoterms® 2000, Canadian customs duties and excise taxes included.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

4.1.3 Basis of Selection

A0031T Basis of Selection - Mandatory Technical Criteria Only 2010-08-16

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website. 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.

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Security Requirement

There is no security requirement applicable to this contract.

6.2 Requirement

6.2.1 Requirement

The Contractor must provide the items detailed under the "Line Item Detail".

6.2.2 Manuals

One (1) complete set of user documentation in English must be supplied.

6.3 Standard Clauses and Conditions

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

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6.3.1 General Conditions

2010A (2014-09-25) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4. Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before _____ (to be filled in only at contract award).

6.5. Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Laurie Quinn
Public Works and Government Services Canada
Acquisitions Branch
Commercial Consumer Products Directorate
11 Laurier Street, 6A2, Phase III
Place du Portage, Gatineau, Quebec, K1A 0S5
Telephone: (819) 956-3824
Facsimile: (819) 956-3814
E-mail address: laurie.quinn@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 *(to be filled in only at contract award)*

The Technical Authority for the Contract is:

Name: _____
Telephone: () _____
Facsimile: () _____
E-mail address: _____

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.

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6.5.3 Contractor's Representative *(fill in)*

The telephone number of the person responsible for:

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 Price

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 contract for a cost of \$ _____ **(to be filled in only 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

H1000C Single Payment 2008-05-12

6.7 Invoicing Instructions

6.7.1 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.

6.7.2 Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the

Contractor does not comply with any certification, fails to, provide the associated information, or if 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.

6.9 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.

6.10 Priority of Documents

If there is a discrepancy between the wordings 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 (2014-09-25) General Conditions - Goods (Medium Complexity);
- (c) Annex A, Mandatory Specifications;
- (d) Annex B, Complete List of Directors;
- (e) the Contractor's bid dated _____ (*insert date of bid*)

6.11 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) Ottawa, Ontario Incoterms 2000 for shipments from a commercial contractor.

6.11.2 The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

ANNEX A
MANDATORY SPECIFICATIONS
Vertical Flammability Textile Apparatus

The Product Safety Laboratory is looking to acquire a vertical flammability apparatus to evaluate the burning behaviour of textile materials in accordance with ISO 6940 and ISO 6941.

Vendors must cross reference the mandatory technical criteria in a concise format by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation

- 1.1 The vertical textile flammability apparatus must be certified ISO 6940 and 6941 standards (photocopy of certificate will suffice);

Reference in Contractors Proposal: _____

- 1.2 The instrument must be constructed of material that will not be affected by the fumes (stainless steel for example) with spacer stubs (for specimen location) and thread rollers assembly (for marker threads);

Reference in Contractors Proposal: _____

- 1.3 The instrument must have a timing device to control and measure the flame application time which can be set at 1 s and adjusted at 1 s intervals with an accuracy of 0.2 s or better;

Reference in Contractors Proposal: _____

- 1.4 The instrument must have 3 timing devices reading to 0.2 s or better to measure the flame spread times, must start simultaneously when the flame is applied, and must stop automatically when the individual marker threads are severed;

Reference in Contractors Proposal: _____

- 1.5 The instrument must have a mounting frame capable of holding the gas burner and the test specimen holder in the specified relative orientation given in ISO 6940 and 6941 standards;

Reference in Contractors Proposal: _____

- 1.6 Must include 12 specimen holders: rectangular metal frames of length 560 mm by width 150 mm having 12 specimen support pins mounted along the longer edge of the rectangle compliant with ISO 6940 and ISO 6941;

Reference in Contractors Proposal: _____

- 1.7 Must include 12 templates: flat, rigid, made of a suitable material, of size 560 mm by 170 mm (specimen size), with 12 holes along the edges corresponding to the pins of the specimen holder;

Reference in Contractors Proposal: _____

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- 1.8 The gas burner must consist of a needle control valve capable of being moved from a standby position where the tip of the burner is at least 75 mm from the test specimen to either the horizontal or inclined operating position of 30 °, and must provide a flame length that can be adjusted from 10 mm to 60 mm as per ISO 6940 and 6941;

Reference in Contractors Proposal: _____

- 1.9 The burner must consist of 3 parts: a gas jet, a burner tube (with 4 zones: air chamber, gas mixing zone, diffusion zone and gas outlet) and a flame stabilizer;

Reference in Contractors Proposal: _____

- 1.10 Must include a total of 10,000m of white mercerized cotton marker thread with a linear density of 45 tex to 50 tex;

Reference in Contractors Proposal: _____

- 1.11 The instrument must have flame height spacer for 40 mm and 25 mm flame adjustment;

Reference in Contractors Proposal: _____

- 1.12 The instrument must have horizontal surface ignition flame spacer (0°) and Edge ignition flame spacer (30°);

Reference in Contractors Proposal: _____

- 1.13 The instrument must have auto control of thread switches and timing devices, auto start on burner application, auto stop when marker threads are severed, and electronic safety valve for burner gas;

Reference in Contractors Proposal: _____

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ANNEX B

COMPLETE LIST OF DIRECTORS (As per Standard Instructions, Clauses and Conditions Part 2)

Name

Position
