



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC

11 Laurier St./ 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau, Québec K1A 0S5

Bid Fax: (819) 997-9776

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

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

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

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

### Comments - Commentaires

### Vendor/Firm Name and Address

### Raison sociale et adresse du

### fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

Clothing and Textiles Division / Division des vêtements et  
des textiles

L'Esplanade Laurier,

East Tower 7th Floor

Tour est 7<sup>e</sup> étage

140 O'Connor, rue O'Connor,

Ottawa

Ontario

K1A 0R5

<b>Title - Sujet</b> Mattress Matelas	
<b>Solicitation No. - N° de l'invitation</b> 47419-229402/A	<b>Date</b> 2022-04-13
<b>Client Reference No. - N° de référence du client</b> 1000379402	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PR-776-81154	
<b>File No. - N° de dossier</b> pr776.47419-229402	<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> Eastern Daylight Saving Time EDT <b>on - le 2022-05-09</b> Heure Avancée de l'Est HAE	
<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> Dorion, Camille	<b>Buyer Id - Id de l'acheteur</b> pr776
<b>Telephone No. - N° de téléphone</b> (873) 354-9895 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<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

<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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Buyer ID - Id de l'acheteur  
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**Request for Proposal for Mattresses (Queen/King Size)  
for the Canadian Border Services Agency (CBSA)**

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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).\*\*\***

## **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 Canadian Content**

The requirement is limited to Canadian goods.

### **1.5 Epost Connect Service**

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

### **1.6 Green Procurement Policy**

In line with the Policy on Green Procurement and the Government of Canada's measures on plastic waste in federal operations, the Government of Canada is committed to promoting the purchase of sustainable plastic products and the reduction of packaging waste plastic products to protect the environment by incorporating sustainable packaging specifications. All packaging materials related to this requirement must be reusable, recyclable or compostable in accordance with the definitions set out in Part 6, Subsection 6.4.1.2.1 and determined using the Diversion of Packaging Materials Identification Form in Annex "D". Excluded materials are also listed in Part 6, Subsection 6.4.1.2.1.

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (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](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

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

### 2.3 Enquiries - Bid Solicitation

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

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

## 2.4 Applicable Laws

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

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

## 2.5 Specifications and Standards

### 2.5.1 Canadian General Standards Board (CGSB) – Standards

A copy of the CGSB Standards referred to in the bid solicitation is available and may be purchased from:

Sales Centre  
Canadian General Standards Board  
L'Esplanade Laurier Building  
140 O'Connor Street  
Tower East, 6th floor  
Ottawa, ON  
K1A 0S5  
Telephone: 1-800-665-2472  
E-mail: [ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca](mailto:ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca)  
CGSB Website: <https://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

## 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.

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## 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).**

- 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, should be gathered per section and separated as follows:

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

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 should appear in the financial bid only. No prices should 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>). 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 (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 Appendix “1” to Part 3 - Electronic Payment Instruments, to identify which ones are accepted.

If Appendix “1” to Part 3 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 Resulting Contract Information**

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



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## **APPENDIX "1" to PART 3 OF THE BID SOLICITATION**

### **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);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)

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**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**

Refer to Annex "C" for Mandatory Evaluation Criteria and requirements for supporting documentation.

When required, the test results and/or certificate(s) of compliance must be sent electronically with the bid.

**CERTIFICATE OF COMPLIANCE-DEFINITION**

A certificate of compliance is a written statement from an official of the component manufacturer attesting the full compliance of the product to the specification as outlined in Technical Bulletin 129 Flammability Test procedures for Mattresses in accordance with the Specifications, referenced. 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 Specifications, 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. Complete test results as defined below, demonstrating the product's compliance, will be accepted in lieu of a certificate of compliance.

Laboratory analysis of the product offered showing complete test results for the physical properties listed and as detailed in Annex "B" - Specifications must be provided with the bid. Testing must be performed by an independent accredited laboratory establishment and must be in accordance with the test methods detailed in the technical requirement. The laboratory report and test results must be dated after Request for Proposal posting date.

**4.1.1.3 SACC Manual Clauses**

[B3000T](#) 2006/06/16 Equivalent Products

**4.1.2 Financial Evaluation****4.1.2.1 Mandatory Financial Criteria**

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

**4.1.2.2 SACC MANUAL CLAUSE**

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

## 4.2 Basis of Selection

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

The responsive bid with the lowest evaluated aggregate price will be recommended for award of a contract. Evaluation will be established using the firm quantities for all items.

## 4.3 Contract Financial Security

1. If this bid is accepted, the Bidder must 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.

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## 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" 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.

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### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **Canadian Content Certification**

This procurement is limited to Canadian goods.

The Bidder certifies that:

(    )    the good(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T.

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## APPENDIX "1" to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

**OR**

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

**OR**

- ☐ B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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**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>) issued by Public Works and Government Services Canada.

**6.3.1 General Conditions**

2030 (2021/12/02), General Conditions - Goods (Higher Complexity), apply to and form part of the Contract.

*As of November 4<sup>th</sup> 2021, the following anti-forced labour requirements also apply:*

**2030 46 Anti-forced labour requirements**

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the *Customs Tariff Act* and tariff item No. 9897.00.00 of the Customs Tariff – Schedule (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
2. If a tariff classification determination is made under the *Customs Act* and that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2030 31- Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the Customs Tariff – Schedule as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.
3. Canada may terminate the Contract for default in accordance with section 2030 31- Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:
  - a. Findings or Withhold Release Orders issued by the United States Customs *Trade and Border Protection*, under the US Trade Facilitation and Trade Enforcement Act (TFTEA) of 2015; or
  - b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
4. Canada may terminate the Contract for default in accordance with section 2030 31- Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the Criminal Code or the Immigration and Refugee Protection Act:



***Criminal Code***

- i. section 279.01 (Trafficking in persons);
- ii. section 279.011 (Trafficking of a person under the age of eighteen years);
- iii. subsection 279.02(1) (Material benefit - trafficking);
- iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
- v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
- vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or

***Immigration and Refugee Protection Act***

- vii. section 118 (Trafficking in persons).

5. Canada may terminate the Contract for default in accordance with section 2030 31- Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).
6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
  - i. in the case of a conviction, whether the court acted within its jurisdiction;
  - ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
  - iii. whether the court's decision was obtained by fraud; or
  - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice unless Canada establishes a different deadline.

**6.4 Term of Contract****6.4.1 Delivery Date****Delivery Required (Desirable) - Firm Quantity**

All firm deliverables are requested complete by June 30 2022.

**Delivery - Firm Quantity - Phased - Item 1 (Queen Size Mattresses)**

The first delivery must be made within \_\_\_\_\_ (*bidder to complete*) calendar days from the effective date of the Contract. The quantity delivered must be 42 each.

**Delivery - Firm Quantity - Phased - Item 2 (King Size Mattresses)**

The first delivery must be made within \_\_\_\_\_ (*bidder to complete*) calendar days from the effective date of the Contract. The quantity delivered must be 52 each.

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**6.4.1.1 Delivery – Appointments**

The Contractor must make delivery to Canada Border Services Agency in between 8:00 a.m and 3:30 p.m, Monday to Friday, with the exception of public holidays. No access to restricted or secure areas will be required to perform the delivery.

- (a) Pier #1, at 475, chemin de la Grande-Ligne,  
Rigaud, Quebec  
J0P 1P0

**6.4.1.2 Packaging - Commercial**

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

**6.4.1.2.1 Additional Packaging Specifications**

All packaging material associated with this requirement must be reusable, recyclable or compostable, according to the following definitions:

**Packaging**

Product used for containment, protection, handling, delivery, storage, transport and presentation of goods. (Source: ISO 21067-1:2016, Clause 2.1.1)

**Reusable**

Product designed to be reused several times for the same purpose at the cost, if any, of minimal processing.

Product or packaging which has been designed to accomplish during its life cycle a certain number of trips, rotations or uses for the purposes for which it was originally designed. (Source: CAN/CSA-ISO 14021, Clause 7.12.1.1)

**Recyclable**

Product that can be diverted from the waste stream through processes and programs accessible and capable of being collected, processed and returned to use in the form of raw material or product. (Source: CAN/CSA-ISO 14021, Clause 7.7.1)

**Recyclable packaging**

Packaging or a component of packaging for which it is proven that the post-consumer collection, sorting and recycling operate in practice and nearby.

This means that there is a system (collection, sorting and recycling) which, in fact, recycles packaging and covers important and relevant geographical areas in relation to the population size. (Source: adapted from Ellen MacArthur Foundation New Plastics Economy Global Commitment)

**Compostable**

Characteristic of a product, packaging or related component that allows it to biodegrade to a humus-like substance that is stable and relatively homogeneous. (Source: CAN/CSA-ISO 14021, Clause 7.2.1)

NOTE: To be considered compostable, the packaging must be approved according to the standards current (e.g. CAN/BNQ 0017-08 or ASTM D6400); it should also have been proven that approved packaging can be composted in practice and nearby, which means that it

there is a system (collection, sorting and recycling) that effectively composts the packaging and covers significant and relevant geographic areas in relation to population size.

**Materials excluded**

There are currently no durable alternative materials for packaging tapes. By therefore, packaging tape is excluded from the specifications for durable packaging until the market has evolved and that studies make it possible to decide otherwise

**6.4.1.3 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:

**Camille Dorion**

Public Works and Government Services Canada

Acquisitions Branch

Commercial and Consumer Products Directorate (CCPD)

Clothing & Textiles Division

Telephone : 873-354-9895

E-mail address: Camille.dorion@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.

**6.5.3 Technical Authority**

The Technical Authority for this Contract is:

*(To be advised at contract award)*

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.

**6.5.5 Contractor's Representative**

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**

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" – Requirement for a cost of \$ (amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

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

**6.6.2 SACC Manual Clauses**[H1001C](#)

2008/05/12

Multiple Payments

**6.6.3 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):  
(To be advised at contract award)

**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. One (1) copy must be forwarded to the following email address : (to be inserted at contract award)
  - b. One (1) copy must be forwarded by email to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
  - c. The original and one (1) copy must be forwarded to the consignee for certification and payment.

## 6.8 Certifications and Additional Information

### 6.8.1 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.

In accordance with the Policy on Green Procurement and Government of Canada measures regarding plastic waste associated with federal operations, the Government of Canada has committed to promoting the sourcing of sustainable plastic products and the reduction of waste related plastic packaging in order to protect the environment by integrating specifications for eco-friendly packaging.

All packaging material related to this requirement must be reusable, recyclable or compostable according to the definitions set out in Annex A and as indicated in the identification form of the packaging materials to be diverted (collected) in Annex B. In addition, the excluded materials are found in Annex A.

### 6.8.2 SACC Manual Clauses

[A3060C](#) 2008/05/12 Canadian Content Certification

### 6.9 Applicable Laws

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

### 6.10 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.

- a) the Articles of Agreement;
- b) the general conditions [2030](#) (2021/12/02), General Conditions - Goods (Higher Complexity);
- c) Annex "A" - Requirement;
- d) Annex "B" - Specifications;
- e) the Contractor's bid dated \_\_\_\_\_.

### 6.11 SACC Manual Clauses

[D2000C](#) 2007/11/30 Marking

### 6.12 Materials: Contrator Total Supply

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

**6.13 Plant Closing**

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

Summer 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 Specifications and Standards****6.16.1 Canadian General Standards Board (CGSB) - Standards**

A copy of the CGSB Standards referred to in the Contract is available and may be purchased from:

Sales Centre

Canadian General Standards Board

L'Esplanade Laurier Building

140 O'Connor Street

Tower East, 6th floor

Ottawa, ON

K1A 0S5

Telephone: 1-800-665-2472

E-mail: [ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca](mailto:ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca)

CGSB Website: <https://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

**6.17 Financial Security**

1. Canada may convert the security deposit to the use of Canada if any circumstance exists which would entitle Canada to terminate the Contract for default, but any such conversion will not constitute termination of the Contract.
2. Where Canada so converts the security deposit:
  - (a) the proceeds will be used by Canada to complete the Work according to the conditions of the Contract, to the nearest extent that it is feasible to do so and any balance left will be returned to the Contractor on completion of the warranty period; and
  - (b) if Canada enters into a Contract to have the Work completed, the Contractor will:
    - (i) be considered to have irrevocably abandoned the Work; and

- 
- (ii) remain liable for the excess cost of completing the Work if the amount of the security deposit is not sufficient for such purpose. "Excess cost" means any amount over and above the amount of the Contract Price remaining unpaid together with the amount of the security deposit.
3. If Canada does not convert the security deposit to the use of Canada before completion of the contract period, Canada will return the security deposit to the Contractor within a reasonable time after such date.
4. If Canada converts the security deposit for reasons other than bankruptcy, the financial security must be reestablished to the level of the amount stated above so that this amount is continued and available until completion of the contract period.

#### **6.18 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".

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## ANNEX "A" - REQUIREMENT

### A.1. TECHNICAL REQUIREMENT

The Contractor is required to provide Canada for the Canadian Border Services Agency with **42** Queen Size Mattresses and **52** King Size Mattresses in accordance with the specification outlined in Annex "B".

### A.2 ADDRESSES

#### Destination and Invoicing Address:

475 chemin grande-ligne  
Rigaud, Qc, Canada,  
J0P 1P0

### A.3. DELIVERABLES

#### CONTRACT QUANTITY

##### Firm Quantity

Item	Description	Firm Quantity	Unit of Issue	Firm Unit Price in CAD, DDP, Transportation costs included, Applicable taxes extra
1	<u>Queen Size Mattress</u>	42	Each	\$ _____
2	<u>King Size Mattress</u>	52	Each	\$ _____



## ANNEX "B" – SPECIFICATIONS

### B.1 CONTEXT

The Canada Border Services Agency (CBSA) College in Rigaud, Quebec, is responsible for training and developing all CBSA employees. The college has a residential area with 303 rooms. Each year, the college lodges several hundred recruits for multiple month stays. As part of the 95-room renovation project being executed by the Infrastructure Group, Eastern Portfolio, the existing bed frames in 94 rooms are to be replaced with larger frames.

### B.2 OBJECTIVE

New mattresses are necessary, since we increased the size of the new bed frames according to the space available in 94 of the 95 rooms under renovation. The new beds and the newly renovated rooms will attract an executive clientele.

### B.3 SPECIFICATIONS

Each mattress must :

1. Provide firm support
2. Manufactured with only new materials;
3. Be a spring mattress with at least 800 individually wrapped coils;
4. Have a tight top mattress topper;
5. Be coated with an antimicrobial fabric impregnated with silver to prevent bacteria growth;
6. Have a gel quilted foam layer measuring at least 1½" in depth and a high-density memory foam layer weighing at least 4 lb to keep the mattress cool and reduce pressure points ;
7. Have firm, foam edges for structural integrity;
8. Have a high-density foam cushioning layer that measures at least 1 ½" in depth, containing 22 oz of silk and/or polyester fibres. The foam must not contain polybrominated diphenyl ethers (PBDE).;
9. Be reversible so both sides can be used;
10. Be found, in the form of a written statement, to meet or exceed federal and provincial legislation regarding mattress flammability (open flame test);
11. Meet or exceed CAN/ULC-S137 fire standard (latest release) Standard Test Method for Spread of Fire on Mattresses (Open Flame Test) (Latest Edition)
12. Have a minimum 10-year warranty on the industry standard;
13. The mattresses must have the following dimensions and include the following number of coil springs:

Description	Width (inch)	Lenght (inch)	Height (inch)		Number of pocket coil springs	
			Minimum	Maximum	Minimum	Maximum
Queen size Mattress	60	80	9	11	800	1000
King size Mattress	78	80	9	11	1000	1200

**ANNEX "C" – MANDATORY EVALUATION CRITERIA  
COMPLIANCE MATRIX**

Items	Proposed Manufacturer	Model Number
Queen Mattress		
King Mattress		

Evaluation Criteria	Description	Supporting Documentation Required with bid	Cross-Reference: (In this column, Bidders should cross-reference where this performance specification is indicated in their supporting documents)	COMPLIANT / NOT COMPLIANT
	<b>Each mattress must:</b>			
<b>M1</b>	Be manufactured with only new materials	Product Specification Sheet		
<b>M2</b>	Be a spring mattress with at least 800 individually wrapped coils	Certificate of Compliance – Coil Description and Coil Count		
<b>M3</b>	Have a tight top mattress topper	Product Specification Sheet		
<b>M4</b>	Be coated with an antimicrobial fabric impregnated with silver to prevent bacteria growth	Certificate of Compliance of Anti-Microbial silver used		
<b>M5</b>	Have a gel quilted foam layer measuring at least 1½" in depth and a high-density memory foam layer weighing at least 4 lb to keep the mattress cool and reduce pressure points	Product Specification Sheet OR Certificate of Compliance from memory foam manufacturer		
<b>M6</b>	Have firm, foam edges for structural integrity	Product Specification Sheet		
<b>M7</b>	Have a high-density foam cushioning layer that measures at least 1½" in depth, containing 22 oz of silk and/or polyester fibres. The foam <u>must not</u> contain polybrominated diphenyl ethers (PBDE).	Product Specification Sheet OR Certificate of Compliance from foam manufacturer and textile manufacturer		
<b>M8</b>	One third of the central section must have a firmer reinforcement layer	Product Specification Sheet		

<b>Evaluation Criteria</b>	<b>Description</b>	<b>Supporting Documentation Required with bid</b>	<b>Cross-Reference: (In this column, Bidders should cross-reference where this performance specification is indicated in their supporting documents)</b>	<b>COMPLIANT / NOT COMPLIANT</b>
	<b>Each mattress must:</b>			
<b>M9</b>	Be reversible so both sides can be used	Certificate of Compliance certifying that the mattress can be used when flipped over.		
<b>M10</b>	Be found, in the form of a written statement, to meet or exceed federal and provincial legislation regarding mattress flammability (open flame test)	Mattress manufacturer supplied informaton		
<b>M11</b>	Meet or exceed CAN/ULC-S137:2017 Standard Method of Test for Fire Growth of Mattresses (Open Flame Test)	Test Results submitted		
<b>M12</b>	Meet or exceed : Canadian General Standards Board Textile Test Method Flame Resistance – 45degree Angle Test One-Second Flame Impingement test.	Test Results submitted		
<b>M13</b>	Have a minimum 10-year warranty on the industry standard	Supporting Documentation such as product pamphlet or brochure, or image as shown sewn on the finished mattress		
<b>M14</b>	Respect the minimum and maximum dimensions as detailed in Annex B – Specifications, section B.3.	Product Specification Sheet		

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## Appendix D Packaging Material Diversion Identification Form

**Delivery  
Location  
Name:**

Click or tap here to enter text.

**Delivery Address:**

Click or tap here to enter text.

Packaging Type	Product Type	Recyclable or Compostable (Y/N)	Exceptions	Notes
Paper products	100% Paper Envelopes	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Mixed Envelopes (Paper and Plastic)	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Waxed paper	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Other paper products	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Cardboard	Corrugated cardboard	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Waxed cardboard	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Boxboard	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Other cardboard	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Plastic	<b>Plastic # 1</b> - Polyethylene Terephthalate (PET)	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	<b>Plastic # 2</b> - High Density Polyethylene (HDPE)	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	<b>Plastic # 3</b> – Polyvinyl Chloride (PVC) (e.g. most shrink wrap)	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	<b>Plastic # 4</b> - Low Density Polyethylene (LDPE) (e.g. bubble wrap, newspapers, household garbage bags)	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	<b>Plastic # 5</b> - Polypropylene (PP)	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

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	<b>Plastic # 6</b> - Polystyrene (PS) (e.g. Styrofoam packaging or peanuts)	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	<b>Plastic # 7</b> – Other unmarked plastic	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Plastic Crates	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Plastic Skids and Pallets	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
<b>Non-paper biodegradable packaging</b>	Thermoplastic starch bioplastic (cups, bags, bio-foam)	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	PLA (polylactic acid) bioplastic	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
<b>Wood</b>	Crates	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
	Pallets	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.