



**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 a Standing Offer  
Demande d'offre à commandes**

National Individual Standing Offer (NISO)  
Offre à commandes individuelle nationale (OCIN)

Canada, as represented by the Minister of Public Works and  
Government Services Canada, hereby requests a Standing Offer  
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et  
Services Gouvernementaux Canada, autorise par la présente,  
une offre à commandes au nom des utilisateurs identifiés  
énumérés ci-après.

**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 7e étage  
140 O'Connor, rue O'Connor,  
Ottawa  
Ontario  
K1A 0R5

<b>Title - Sujet</b> Mattress Foam Mattress Foam	
<b>Solicitation No. - N° de l'invitation</b> 21C11-225573/A	<b>Date</b> 2022-10-03
<b>Client Reference No. - N° de référence du client</b> 3865573	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$PR-776-81416
<b>File No. - N° de dossier</b> pr776.21C11-225573	<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 2022-11-03</b> Heure Avancée de l'Est HAE	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<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	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address 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 (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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**\*\*\*\*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 CPC Connect service or fax (819-997-9776).\*\*\*\***

## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
  - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Requirement ( **Annex A** ) the Basis of Payment, ( **Annex B** ), the Technical Evaluation ( **Annex C** ), the Quarterly Report Template ( **Annex D** ), the Electronic Payment Instruments ( **Annex E - 1 of Part 3** ), the Federal Contractor Program ( **Annex F - 1 of Part 3** ) and Technical Specifications for Convuluted Neoprene Core ( **Annex G** ).

### 1.2 Summary

This requirement is for the establishment of a National Individual Standing Offer (NISO) for Fire-Resistant Neoprene Compound Cushioning Core (various Sizes) for Correctional Services Canada for a twelve (12) month period with the possibility of three (3) one (1) year extension periods, for delivery points (Federal Training Centre, Dorchester Institution, Atlantic Institution and Drumheller Institution) across Canada as detailed in each Call-up document.

The requirement is conditionally limited to Canadian goods.

- 1.2.1 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA). This procurement is set aside from the international trade agreements under the provision each has for set-asides for work performed in prison.

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- 1.2.2** "The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 6A -Standing Offer, and Part 6B - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification."
- 1.2.3** This RFSO allows offerors to use the CPC Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.
- 1.3 Debriefings**  
Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within fifteen (15) working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or via video-conference.
- 1.4 Anticipated migration to an e-Procurement Solution (EPS)**  
Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).  
The Government of Canada's [press release](#) provides additional information.
- 1.5 Phased Bid Compliance Process**  
The Phased Bid Compliance Process (PBCP) applies to this requirement.

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## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2022-03-29) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

### 2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the Request for Standing Offer (RFSO) using Canada Post Corporation's (CPC) Connect Service or fax (819-997-9776).

Note: For offerors choosing to submit using CPC Connect service for offers closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.pareceptiondessomissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.pareceptiondessomissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an CPC Connect conversation, as detailed in Standard Instructions 2006, or to send offers through an CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

### 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

### 2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

## 2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors 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) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

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## PART 3 - OFFER 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 Canada Post Corporation (CPC) Connect service or fax (819-997-9776).\*\*\*\***

### 3.1 Offer Preparation Instructions

Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The offer submitted by CPC Connect or by fax, should be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications  
Section IV: Additional Information

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

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

**3.1.3** Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

(a) use a numbering system that corresponds to the RFSO.

### 3.2 Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. Work (reference Part 4, Evaluation Procedures, 4.1.2.1 Mandatory Technical Criteria).

### 3.3 Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment (reference Part 4, Evaluation Procedures, 4.1.3.1 Financial Evaluation).

#### 3.3.1 Electronic Payment of Invoices – Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex E - "1 of Part 3" Electronic Payment Instruments, to identify which ones are accepted.

If Annex E - "1 of 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.

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**3.3.2 Exchange Rate Fluctuation**  
C3011T (2013-11-06), Exchange Rate Fluctuation

**3.4 Section III: Certifications**  
Offerors must submit the certifications and additional information required under Part 5.

**3.5 Section IV: Additional Information**  
The information required in this Section should be submitted with the offer, but may be submitted afterwards. If information is missing from the offer, the Contracting Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the information within the time frame provided will render the offer non-responsive.

**3.5.1 Standing Offer and Resulting Contract Information**  
Offeror input is required to complete several sections under Part 6, Standing Offer and Resulting Contract Clauses.

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

(c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the Competition Act, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

#### 4.1.1 Phased Bid Compliance Process (PBCP)

##### 4.1.1.1 (2018-07-19) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Offers are and will remain solely responsible for the accuracy, consistency and completeness of their Offers and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Offers or in responses by an Offeror to any communication from Canada.

THE OFFEROR ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE OFFER IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE OFFER HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM AN OFFER TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE OFFEROR ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS OFFER RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS OFFER NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Offeror and consider as part of the Offer, any information to correct errors or deficiencies in the Offer that are clerical or administrative, such as, without limitation, failure to sign the Offer or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Offeror has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Offeror will have the time period

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specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Offer being declared non-responsive.

- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2006 (2017-11-03) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Offeror must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Offeror at any address provided by the Offeror in or pursuant to the Offer is deemed received by the Offeror on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### **4.1.1.2 (2018-03-13) Phase I: Financial Offer**

- (a) After the closing date and time of this bid solicitation, Canada will examine the Offer to determine whether it includes a Financial Offer and whether any Financial Offer includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Offer is missing from the Financial Offer. This review will not assess whether the Financial Offer meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Offer or that the Financial Offer is missing all of the information required by the bid solicitation to be included in the Financial Offer, then the Offer will be considered non-responsive and will be given no further consideration.
- (d) For Offers other than those described in c), Canada will send a written notice to the Offeror ("Notice") identifying where the Financial Offer is missing information. An Offeror, whose Financial Offer has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Offerors shall not be entitled to submit any additional information in respect of their Financial "Offer.
- (e) The Offerors who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Offeror will be entitled to remedy only that part of its Financial Offer which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the

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Financial Offer, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Offer, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Offeror and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

- (g) Any other changes to the Financial Offer submitted by the Offeror will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Offeror's Offer. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Offer as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Offer is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Offeror in accordance with this Section. If the Financial Offer is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.
- (i) Only Offers found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.1.1.3 (2018-03-13) Phase II: Technical Offer**

- (a) Canada's review at Phase II will be limited to a review of the Technical Offer to identify any instances where the Offeror has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Offer meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Offeror (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Offer has failed to meet. An Offeror whose Offer has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Offer has been found responsive to the requirements reviewed at Phase II. Such Offeror shall not be entitled to submit any response to the CAR.
- (c) An Offeror shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Offeror's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Offeror which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Offer, the Offeror shall identify such additional changes, provided that its response must not include any change to the Financial Offer.

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- (e) The Offeror's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Offer, the wording of the proposed change to that section, and the wording and location in the Offer of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Offeror must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Offeror's Offer, and failure of the Offeror to do so in accordance with this subparagraph is at the Offeror's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Offer submitted by the Offeror other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Offer as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Offer, but will be considered by Canada in the evaluation of the Offer at Phase II only for the purpose of determining whether the Offer meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Offer would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Offeror in response to the CAR. If so, the Offer will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Offeror shall bind the Offeror as part of its Offer, but the Offeror's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Offer.
- (h) Canada will determine whether the Offer is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Offeror in accordance with this Section. If the Offer is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.
- (i) Only Offers found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Offer**

- (a) In Phase III, Canada will complete the evaluation of all Offers found responsive to the requirements reviewed at Phase II. Offers will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An Offer is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

### **4.1.2 Technical Evaluation**

#### **4.1.2.1 Mandatory Technical Criteria**

The Mandatory Technical Criteria that will be subject to the Phased Bid Compliance Process (PBCP), i.e. the Eligible Mandatory Criterion, as outlined in section 4.1.1.3 are:

Solicitation No. - N° de l'invitation  
21C11-225573/A  
Client Ref. No. - N° de réf. du client  
21C11-225573

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pr776.21C11-225573

Buyer ID - Id de l'acheteur  
pr776  
CCC No./N° CCC - FMS No./N° VME

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**a) The Submission and Completeness of the Supporting documentation**

Canada will examine the bid to determine if the supporting documentation has been submitted. If the documentation has been submitted, Canada will review each document to determine whether or not it includes all the information required in its definition, if applicable. The submission and completeness of each supporting documentation will be subject to the Phase II of the Phased Bid Compliance Process. However, the evaluation of each supporting document to determine if the said supporting document meet the technical requirements will be done at Phase III of the PBCP.

**b) The Submission of the Pre-Award Samples:**

Canada will examine the bid to determine if the Pre-Award Samples (PAS) have been submitted. However, the evaluation of the PAS to determine if the PAS meet the technical requirements will be done at Phase III of the PBCP.

**4.1.2.2 Pre-Award Sample(s) and Supporting Documentation**

As part of the technical evaluation, to confirm an Offeror's capability of meeting the technical requirements, **one (1) pre-award sample of the fire resistant neoprene compound cushioning core - as detailed in Annex "A" size 1 foot x 1 foot and supporting documentation as detailed in Annex C** must be included with the offer and must be submitted at time of Request for Standing Offer closing date at no charge to Canada.

The pre-award sample must be submitted to the following location by the date and time indicated in this solicitation:

SPAC/PSPC  
Salle de courrier /Mailroom 0B3  
Place du Portage  
Phase III  
11, rue/street Laurier  
Gatineau QC  
K1A 0S5  
ATTENTION : PR Division, \_\_\_\_\_, Standing Offer Authority Name

The Offeror must ensure that the following information is clearly printed or typed on all pre-award sample or on its packaging:

- a. Solicitation Number;
- b. Name of Bidder; and
- c. Solicitation Closing Date and Time.

Opening hours for delivery : 9am to 3pm

The supporting documentation must be sent electronically with the offer.

The Offeror must deliver the required pre-award sample and supporting documentation at no charge to Canada and must ensure that they are received with the offer at time and place of Request For Standing Offer closing. Failure to submit the required pre-award sample and supporting documentation within the specified time frame will result in the offer being declared non-responsive. The sample submitted by the Offeror will remain the property of Canada.

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The Offeror must ensure that the required pre-award sample is manufactured in accordance with the technical requirement and is fully representative of the bid submitted. Rejection of the pre-award sample will result in the bid being declared non-responsive.

The supporting documentation provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's supporting documentation. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

#### **CERTIFICATE OF COMPLIANCE-DEFINITION**

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

#### **LABORATORY ANALYSIS - DEFINITION**

The Offeror must provide an analysis in laboratory of the product offered with complete test results listed at Annex C, attesting to the material properties stated in the technical requirements. The tests must be carried out by an accredited independent laboratory, and must comply with the test methods described in the technical requirements. The date of the laboratory analysis must be dated within six months of the Request for Proposal.

### **4.1.3 Financial Evaluation**

#### **4.1.3.1 Mandatory Financial Criteria**

a. The Offeror must submit firm unit price(s) in Canadian dollars, applicable taxes excluded, DDP (Atlantic Institution (NB), Dorchester Penitentiary (NB), Federal Training Centre (Québec), Drumheller Institution (Alberta)) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.

b. The Offeror must submit firm unit price(s) in Canadian dollars, applicable taxes excluded, DDP (**All other Locations**) Incoterms 2000, transportation costs EXCLUDED, all applicable Customs Duties and Excise taxes included.

c. The Offeror must submit firm unit pricing for all items for all 4 years. The Offeror must quote firm unit pricing at no more than two decimal points.

Purchases made by CORCAN will be on an as-required basis for each site. Order quantities and material sizes will vary by region, by site and will be based on external demand for the product. The table below is an approximation of what CORCAN believes they will require on a yearly basis.

**NOTE\*\*\*** The estimated quantities provided are only for evaluation purposes. This is an estimate only and the numbers may change, up or down, based on demand.

	Atlantic Institution	Dorchester Penitentiary	Federal Training Centre	Drumheller Institution	All Other Locations	
Width Sizes	Estimated Quantity (ea)	Total Quantities				
78" x 30" x 3"	1,500	1,000	4,000	1,500	10	8,010
78" x 30" x 4"	100	100	300	500	10	1010
78" x 36" x 3"	50	50	100	200	10	410
78" x 36" x 4"	50	50	100	200	10	410
78" x 39" x 3"	50	50	100	200	10	410
78" x 39" x 4"	50	50	100	200	10	410
78" x 54" x 3"	50	50	200	50	10	360
78" x 54" x 4"	10	10	30	10	10	70
78" x 60" x 3"	50	50	200	50	10	360
78" x 60" x 4"	10	10	30	10	10	70
78" x 30" x 3" Convolutated 1 Sides	250	100	500	250	10	1110
78" x 30" x 3/ Convolutated 2 sides	50	50	50	50	10	210
78" x 30" x 4" Convolutated 1 side	50	50	50	50	10	210
<b>Total</b>	<b>2,270</b>	<b>1,620</b>	<b>5,760</b>	<b>63,270</b>	<b>130</b>	<b>13,050</b>

## 4.2 Basis of Selection

- 4.2.1 An offer must comply with the requirements of the Request for Standing Offers (RFSO) and meet all mandatory technical and financial evaluation criteria to be declared responsive.

The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer. Ranking will be established using the estimated quantities per item for all destinations.

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **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.

#### 5.1.2 Additional Certifications Required with the Offer

##### 5.1.2.1 Canadian Content Certification

###### 5.1.2.1.1 SACC Manual clause [A3050T](#) (2020/07/01) Canadian Content Definition

###### Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the offer will result in the good(s) offered being treated as non-Canadian goods.

The Offeror certifies that:

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

###### Plant Location

Item(s) will be manufactured at:

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### 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a

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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 offer 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 property agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror 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 - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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-Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

### **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

#### **5.2.3.1 Sample(s) and Production Certification**

The Offeror certifies that:

( ) the manufacturer that produced the pre-award sample will remain unchanged for the pre-production sample and full production of the contract quantity.

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## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **6.1 Offer**

The Offeror offers to fulfill the requirement in accordance with the Statement of Requirement at Annex "A".

#### **6.2 Security Requirements**

There is no security requirement applicable to this Standing Offer.

#### **6.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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**

2005 (2022-01-28) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **6.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex "D " Quarterly Report. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: April 1, to June 30;  
2nd quarter: July 1 to September 30;  
3rd quarter: October 1 to December 31;  
4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

#### **6.4 Term of Standing Offer**

##### **6.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is twelve (12) months from the date of issuance of the Standing Offer.

##### **6.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for three additional twelve (12) months period under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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File No. - N° du dossier  
pr776.21C11-225573

Buyer ID - Id de l'acheteur  
pr776  
CCC No./N° CCC - FMS No./N° VME

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The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### **6.4.3 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex "B"-Basis of Payment of the Standing Offer.

#### **6.5 Authorities**

##### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:  
Camille Dorion  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Commercial & Consumer Products  
Directorate: Clothing & Textile Division  
Telephone: 873-354-9895  
E-mail address: Camille.dorion@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

##### **6.5.2 Technical Authority (to be inserted upon issuance of standing Offer)**

The Technical Authority for the Standing Offer is:  
Mailing/Shipping Address of Technical Authority (CSC)  
Correctional Service of Canada (CORCAN)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Standing Offer and is responsible for all matters concerning the technical content of the Work under the Standing Offer. 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 Standing Offer Revision issued by the Standing Offer Authority.

##### **6.5.3 Project Authority (to be inserted upon issuance of standing Offer)**

The Project Authority for the Standing Offer is:  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

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E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

#### 6.5.4 Offeror's Representative

The person responsible for: (to be inserted by the offeror)

General enquiries

Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Delivery follow-up

Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

#### 6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: CORCAN - Correctional Services Canada (CSC) across Canada.

#### 6.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through PWGSC Forms Catalogue website:

- |      |   |   |
|------|---|---|
| i.   | PWGSC-TPSGC 942                               | Call-up Against a Standing Offer            |
| ii.  | PWGSC-TPGSC 942-2<br>Delivery                 | Call-up Against a Standing Offer - Multiple |
| iii. | PWGSC-TPSGC 944<br>(English version)          | Call-up Against Multiple Standing Offers    |
| iv.  | PWGSC-TPSGC 945<br>commandes (French version) | Commande subséquente à plusieurs offres à   |

#### 6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes included).

#### 6.9 Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$ \_\_\_\_\_ **(to be inserted upon issuance of standing offer)** (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to

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call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

#### **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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2022-01-28), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2030 (2022/05/12), General Conditions – Higher Complexity - Goods
- e) Annex A, Statement of Requirement;
- f) Annex B, Basis of Payment
- g) the Offeror's offer dated \_\_\_\_\_

#### **6.11 Certifications and Additional Information**

##### **6.11.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

##### **6.11.2 SACC Manual Clauses**

[M3060C](#) 2021/05/20 Canadian Content Certification

#### **6.12 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

#### **6.13 Transition to an e-Procurement Solution (EPS)**

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

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**6.14 Plant Closure (to be inserted by the offeror)**

The Offeror's factory will be closed for the Christmas break and summer vacation as detailed below. No shipping will be made during these periods.

Year 1: (2022-2023)

Christmas holidays From \_\_\_\_\_ To \_\_\_\_\_  
Summer holidays From \_\_\_\_\_ To \_\_\_\_\_

Extension 1: (2023-2024)

Christmas holidays From \_\_\_\_\_ To \_\_\_\_\_  
Summer holidays From \_\_\_\_\_ To \_\_\_\_\_

Extension 2: (2024-2025)

Christmas holidays From \_\_\_\_\_ To \_\_\_\_\_  
Summer holidays From \_\_\_\_\_ To \_\_\_\_\_

Extension 3: (2025-2026)

Christmas holidays From \_\_\_\_\_ To \_\_\_\_\_  
Summer holidays From \_\_\_\_\_ To \_\_\_\_\_

**6.15 Plant Location (Full Name and Address) (to be inserted by the offeror)**

Items will be manufactured at:

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**B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

**6.1 Statement of Requirement**

The Contractor must perform the Work described in the call-up against the Standing Offer.

**6.2 Standard Clauses and Conditions**

**6.2.1 General Conditions**

2030 (2022/05/12), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

Section 19 (2008-12-12) Interest on Overdue Accounts, of 2030 (2022/05/12), will not apply to payments made by credit cards.

**6.3 Term of Contract**

**6.3.1 Delivery Time**

All items are for delivery to CORCAN's in-house manufacturing centers located within various Correctional Service Canada's Institutions, as specified in 6.8.3 Delivery Locations on an as-and when requested bases, during the period of the Standing Offer.

- CORCAN requires delivery of the product within 25 business days from the receipt of a call-up document unless an alternate time frame has been approved by the Identified User.
- The Contractor will acknowledge receipt of each order and notify the ordering office of shortages within three (3) days of receipt of an order.

- 
- The Contractor will provide the Identified User with a minimum of twenty-four (24) hours notification prior to delivery.
  - Delivery will be provided by the Contractor

## 6.4 Payment

### 6.4.1 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 the line item detail in Annex "B". 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 Standing Offer Authority before their incorporation into the Work.

### 6.4.3 SACC Manual Clauses

H1001C	2008/05/12	Multiple Payments
<a href="#">C5201C</a>	2008/05/12	Prepaid Transportation Costs

### 6.4.4 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s): (to be determined at time of issuance of the standing offer).

### 6.4.5 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.  
The original and one (1) copy must be forwarded to the consignee for certification and payment.

## 6.5 Insurance – No Specific Requirements

SACC Manual clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirement

## 6.6 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## 6.7 Delivery

### 6.7.1 Delivery Appointment

The Contractor must make deliveries to the establishment in (destination) by appointment only.

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File No. - N° du dossier  
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The Contractor or its carrier must arrange delivery appointments by contacting the person specified hereunder. Delivery has to be confirmed 48 hours in advance. The consignee may refuse shipments when prior arrangements have not been made.

Deliveries must be coordinated with: (to be inserted upon issuance of standing Offer)

Name \_\_\_\_\_  
Telephone: \_\_\_\_\_

Deliveries can be made Monday to Friday, 8:15 am to 10:45 am and 1:00 pm to 3:00 pm.

The institution is equipped with an unloading dock and the unloading of the goods will be completed by CORCAN.

#### 6.7.2 Shipping Instructions – Delivery at Destination

Goods must be consigned to the destination specified in the Call-up and delivered:

DDP Delivery Duty Paid (DDP) (destination stated) Incoterms 2000 for shipments from commercial contractor.

#### 6.7.3 Delivery Locations

<p><b>Quebec Region</b> Correctional Service of Canada - CORCAN FEDERAL TRAINING CENTRE 6099 Lévesque Boulevard East Laval, Québec H7C 1P1 <b>Attn: Nora Martin</b> <a href="mailto:Nora.martin@csc-scc.gc.ca">Nora.martin@csc-scc.gc.ca</a> 438-340-5838</p>	<p><b>Atlantic Region</b> Correctional Service of Canada - CORCAN DORCHESTER MINIMUM INSTITUTION 4902A Main Street Dorchester, NB E4K 2Y9 <b>Attn: Allain Savoie</b> <a href="mailto:Allain.savoie@csc-scc.gc.ca">Allain.savoie@csc-scc.gc.ca</a> 506-224-0005</p> <p><b>Atlantic Region</b> Correctional Service of Canada - CORCAN ATLANTIC INSTITUTION 13175, Route 8 P.O. Box 102 Renous, New Brunswick E9E 2E1 <b>Attn: Bruce Wallace</b> <a href="mailto:Bruce.wallace@csc-scc.gc.ca">Bruce.wallace@csc-scc.gc.ca</a> 506-623-4007</p>	<p><b>Prairies Region</b> Correctional Service of Canada - CORCAN DRUMHELLER INSTITUTION Highway #9 P.O. Box 3000 Drumheller, Alberta T0J 0Y0 <b>Attn: Craig Bitner</b> <a href="mailto:Craig.bitner@csc-sc.gc.ca">Craig.bitner@csc-sc.gc.ca</a> 403-820-6077</p>
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#### 6.7.4 Packaging and Labelling

##### 6.7.4.1 Packaging

- All delivered products must be packaged in a manner in which would eliminate dust and dirt from reaching the product.

- 
- Multiple pieces should be packaged together in order to reduce the amount of plastic or shipping material used.
  - All shipped products must be packaged & skidded in order to protect against any damage while in transit.
  - All shipped products must be shipped flat.

#### **6.7.4.2 Marking**

Identification of Products – Product(s) must be individually labelled on the outer packaging and include the following information:

- i. Identification number
- ii. Weight (pounds/kilograms)
- iii. Standing Offer Number and Call-up Number/PO Number
- iv. Number of pieces, and
- v. Delivery date

#### **6.8 Over shipment**

Prior approval must be obtained from the Standing Offer Authority for the delivery of any quantity in excess of the quantity specified in the contract.

During the period of the Standing Offer, the products delivered may be inspected by a recognized institution and, if the goods are found not to meet the technical requirements at Annex A, they will be returned to the supplier at the supplier's expense.

#### **6.9 Materials: Contractor Total Supply**

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

#### **6.10 Production and Production Sample(s)**

##### **6.10.1 Pre-Production Sample(s)**

1. The Offeror must provide a pre-production sample (One (1) foot by one (1) foot) of the following item: fire-resistant neoprene compound cushioning core, to the Technical Authority for acceptance within 45 calendar days from date of Issuance of the first call-up of each site.
2. If the pre-production samples is rejected, the Offeror must submit (a) second pre-production sample within 30 calendar days of notification of rejection from the Technical Authority.
3. If the pre-production sample is accepted by either full acceptance or conditional acceptance, the Offeror must proceed with production as per the Call-up requirements.
4. Rejection by the Technical Authority of the second pre-production sample submitted by the Offeror for failing to meet the call-up requirements will be grounds for termination of the Call-up for default.
5. The Offeror must carry out all required inspection and tests to verify conformance to the technical requirements of the Standing Offer.

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6. The pre-production sample submitted by the Offeror will remain the property of Canada.
  7. The Technical Authority will notify the Offeror, in writing, of the full acceptance, conditional acceptance, or rejection of the pre-production sample. A copy of this notification will also be provided by the Technical Authority to the Standing Offer Authority. The notice of the full acceptance or conditional acceptance does not relieve the Offeror from complying with all requirements and conditions of the Standing Offer.
  8. The Offeror must not commence or continue with production of the items and must not make any deliveries until the Offeror has received a written notification from the Technical Authority that the pre-production sample is fully acceptable or conditionally acceptable. Any production of items before pre-production sample acceptance will be at the sole risk of the Offeror.
  9. The pre-production sample may not be required if the Offeror is currently in production. The request for waiver of pre-production sample must be made by the Offeror in writing to the Standing Offer Authority. The waiving of this requirement will be at the sole discretion of the Technical Authority and will be evidenced through a contract amendment.

#### **6.10.2 Production Sample**

1. In addition to the pre-production sample, and if requested by the Technical Authority, the Offeror must take (a) production sample of a (One (1) foot by one (1) foot) of the following item: fire-resistant neoprene compound cushioning core, from the first production run and provide it to the Technical Authority, for acceptance within 20 calendar days from the start of the production.
2. Rejection by the Technical Authority of the production sample submitted by the Offeror for failing to meet the call-up requirements will be grounds for termination of the Standing Offer for default.

#### **6.11 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" - STATEMENT OF REQUIREMENT

### 1.0 BACKGROUND

CORCAN is a program of the Correctional Service of Canada (CSC), dating back to the mid-1800s, when the first federal prisons were built. The objective of CORCAN is to promote offender rehabilitation by developing or improving employability. CORCAN became a Special Operating Agency in 1992, financed through a revolving fund and is subject to the same federal legislative and regulatory authority as CSC.

CORCAN operates in 34 sites across Canada with four business lines: textiles, manufacturing, construction and maintenance and services (such as printing and laundry). A principal goal of CORCAN is to provide Offender Workers with positive job-related work habits and the opportunity to acquire real-world marketable skills. CORCAN shops operate in as businesslike a manner as possible, given their institutional setting and training imperatives. Most shops are ISO-certified.

CORCAN's mission is to aid in the safe reintegration of offenders into Canadian society by providing employment and employability skills training to offenders incarcerated in federal penitentiaries and, for brief periods of time, after they are released into the community. Further information can be found within the CSC website at:

<https://www.csc-scc.gc.ca/corcan/index-eng.shtml>

### 2.0 SCOPE

To supply and deliver a fire-resistant neoprene compound cushioning core, and neoprene convoluted foam core in specific on an as-and-when requested basis, at various CORCAN facilities across Canada. These products must comply with all the requirements identified in **Annex A** - Statement of Requirement.

### 3.0 GENERAL REQUIREMENTS

#### 3.1 Product Specifications

All fire-resistant neoprene compound cushioning core and neoprene convoluted foam core supplied to CORCAN must meet the following technical & performance requirements listed here below.

- All items provided must be constructed from fire-resistant neoprene compound cushioning core and neoprene convoluted foam core and must be either flat slab, sculpted slab or molded construction.
- **Sizes required:**
  - 78"x30"x3" (\*\*This will be the most purchased size, most likely 90% volume)
  - 78"x30"x4"
  - 78"x36"x3"
  - 78"x36"x4"
  - 78"x39"x3"
  - 78"x39"x4"
  - 78"x54"x3"
  - 78"x54"x4"
  - 78"x60"x3"
  - 78"x60"x4"
  - 78"x30"x3" - Convoluted 1 Side
  - 78"x30"x3" - Convoluted 2 Sides
  - 78"x30"x4" - Convoluted 1 Side

- **Weight Capacity:**
  - each item must be capable of supporting a maximum weight of 400 lbs
- **Life Expectancy:**
  - Under normal wear and tear, each item, while used as a mattress, is expected to last for at least 2 years.
- All items must be “new”. Recycled material will not be accepted.
- Flame and smoke resistance must be inherent in the material and not be affected by water, laundering, steam autoclave and other cleaning agents and methods. Flame resistance must not leach or migrate from cushioning material under any conditions.
- Slab foam material must be inherently anti-microbial in nature.
- All items must be uniform in quality, clean and free from any defects that may affect their appearance and service ability.

### 3.2 Mandatory Performance Values

The fire-resistant neoprene compound cushioning core provided must meet or exceed the Performance Values identified in the table below.

PHYSICAL PROPERTIES		
PROPERTY	TEST METHOD	MINIMUM PERFORMANCE VALUE
Density	ASTM D3574	5.0 lbs. / ft3 - minimum
Indentation (I.F.D.)	ASTM D3574 - Test B1, 25% Deflection on a 3" Thickness	40 +/- 5lbs - minimum
Compression Test	ASTM D3574 - TEST D - 50% Constant Deflection - Percent of Original Thickness	12% Maximum
Tear Strength	ASTM D3574 - Test F	2.0 lbs per inch - minimum
Tensile Strength	ASTM D3574 - Test E	8.0 lbs/sq. inch - minimum
Fungal Resistance	ASTM G-21	No Growth
FLAMMABILITY RESISTANCE		
PROPERTY	TEST METHOD	PERFORMANCE VALUE
Radiant Panel Index	ASTM D3574	Maximum Flame index - 10 No flaming drips leaving specimen - no melting or dripping
NBS Smoke Chamber	ASTM E662 Flaming and non-flaming modes, 1" samples	Ds 90 sec - 100 - maximum Ds 4 min - 175 - maximum Dm - 200 maximum
Rate of Heat Release	ASTM E1354 A. Radiant Flux 35kW/ m2 B. Horizontal mode 2" sample	Peak Heat Release Rate 75 KW/m2 - maximum 3 Minute Average Heat Release Rate 30 kW/ m2

- **Flammability Resistance:** The neoprene must comply with the requirements of the latest version of the **California Technical Bulletin 117**.

### 3.3 Mandatory Performance Values

The fire-resistant neoprene convoluted foam core provided must meet or exceed the Performance Values identified in the table below.

TECHNICAL PERFORMANCE		
PROPERTY	TEST METHOD	PERFORMANCE VALUE
Density	ASTM D3574	5.0 lbs. / ft3 - minimum
Indentation (I.F.D.)	ASTM D3574 - Test B1, 25% Deflection on a 3" Thickness	35 +/- 10Lbs – minimum
Compression Test	ASTM D3574 – TEST D – 50% Constant Deflection – Percent of Original Thickness	12% Maximum
Fungal Resistance	ASTM G-21	No Growth
FLAMMABILITY RESISTANCE		
PROPERTY	TEST METHOD	PERFORMANCE VALUE
Radiant Panel Index	ASTM E162	Is – 10 Maximum
NBS Smoke Chamber	ASTM E662 Flaming and non-flaming modes, 1" samples	Ds 90 sec – 100 – maximum Ds 4 min – 175 – maximum Dm – 200 maximum
Rate of Heat Release	ASTM E1354 A. Radiant Flux 35Kw/m2 B. Horizontal mode 2" sample	Peak Heat Release Rate 75 KW/m2 – maximum 3 minute Average Heat Release Rate 30kWm2

- **Flammability Resistance:** The neoprene must comply with the requirements of the latest version of the **California Technical Bulletin 117**.

#### 4.0 ENVIRONMENTAL ATTRIBUTES

The items provided as well as its shipping materials must be designed and the materials must be selected to minimize waste and environmental impact both during the production process and in the post-consumer stages.

#### 5.0 WARRANTY

- The supplier must offer a warranty period of at least five (5) years for all manufacturers defect and recalls.

The Offeror must pay the transportation cost associated with returning of goods or any part of the goods to the Contractor's plant for replacement, repair or otherwise make good at its own option and expense. This is for part of the Work found to be defective or not in conformance with the requirements of the Contract.

## ANNEX "B" - BASIS OF PAYMENT

### 1.0 BREAKDOWN OF STANDING OFFER TERM

- Pricing Basis "A" - All prices are firm all-inclusive prices in Canadian funds, transportation costs included, DDP (Delivery Duty Paid), including Canadian customs duties and excise taxes, as applicable.
- Pricing Basis "B" - All prices are firm all-inclusive prices in Canadian funds, transportation costs EXCLUDED, DDP (Delivery Duty Paid), including Canadian customs duties and excise taxes, as applicable.
- Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is not to be included but is to be shown as a separate line item on all invoices.

Initial period-Year 1: 0-12 months from the issuance of the Standing Offer

Extension-Year 2 13-24 months from the issuance of the Standing Offer

Extension-Year 3 25-36 months from the issuance of the Standing Offer

Extension-Year 4 37-48 months from the issuance of the Standing Offer

### 2.0 BASIS OF PAYMENT – PRICING "A"

#### 2.1 Initial period-Year 1

SIZE	Firm unit price-A				Firm unit price-B
	ATLANTIC INSTITUTION	DORCHESTER PENITENTIARY	FEDERAL TRAINING CENTER	DRUMHELLER INSTITUTION	ALL LOCATIONS
	\$ / EA	\$ / EA	\$ / EA	\$ / EA	\$ / EA
78" x 30" x 3"					
78" x 30" x 4"					
78" x 36" x 3"					
78" x 36" x 4"					
78" x 39" x 3"					
78" x 39" x 4"					
78" x 54" x 3"					
78" x 54" x 4"					
78" x 60" x 3"					

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<b>78"60"x4"</b>					
<b>78"x30"x3" Convolved 1 Side</b>					
<b>78"x30"x3" Convolved 2 Sides</b>					
<b>78"x30"x4" Convolved 1 Side</b>					

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**2.2 Extension Year 2**

SIZE	Firm unit price-A				Firm unit price-B
	ATLANTIC INSTITUTION	DORCHESTER PENITENTIARY	FEDERAL TRAINING CENTRE	DRUMHELLER INSTITUTION	ALL LOCATIONS
	\$ / EA	\$ / EA	\$ / EA	\$ / EA	\$ / EA
78" x 30" x 3"					
78" x 30" x 4"					
78" x 36" x 3"					
78" x 36" x 4"					
78" x 39" x 3"					
78" x 39" x 4"					
78"x 54" x 3"					
78" x54" x 4"					
78"x60"x3"					
78"60"x4"					
78"x30"x3" Convoluté 1 Side					
78"x30"x3" Convoluté 2 Sides					
78"x30"x4" Convoluté 1 Side					

**2.3 Extension Year 3**

SIZE	Firm unit price-A				Firm unit price-B
	ATLANTIC INSTITUTION	DORCHESTER PENITENTIARY	FEDERAL TRAINING CENTRE	DRUMHELLER INSTITUTION	ALL LOCATIONS
	\$ / EA	\$ / EA	\$ / EA	\$ / EA	\$ / EA
78" x 30" x 3"					
78" x 30" x 4"					
78" x 36" x 3"					
78" x 36" x 4"					
78" x 39" x 3"					
78" x 39" x 4"					
78"x 54" x 3"					
78" x54" x 4"					
78"x60"x3"					
78"60"x4"					
78"x30"x3" Convoluté 1 Side					
78"x30"x3" Convoluté 2 Sides					
78"x30"x4" Convoluté 1 Side					

**2.4 Extension Year 4**

SIZE	Firm unit price-A				Firm unit price-B
	ATLANTIC INSTITUTION	DORCHESTER PENITENTIARY	FEDERAL TRAINING CENTRE	DRUMHELLER INSTITUTION	ALL LOCATIONS
	\$ / EA	\$ / EA	\$ / EA	\$ / EA	\$ / EA
78" x 30" x 3"					
78" x 30" x 4"					
78" x 36" x 3"					
78" x 36" x 4"					
78" x 39" x 3"					
78" x 39" x 4"					
78" x 54" x 3"					
78" x 54" x 4"					
78" x 60" x 3"					
78" x 60" x 4"					
78" x 30" x 3" Convoluté 1 Side					
78" x 30" x 3" Convoluté 2 Sides					
78" x 30" x 4" Convoluté 1 Side					

## ANNEX "C" – TECHNICAL EVALUATION CRITERIA

### 1.0 Technical Evaluation

The following elements of the proposal will be evaluated in accordance with the following evaluation criteria.

- Mandatory Technical Criteria

It is **imperative** that the proposal **address each of these criteria to demonstrate that the requirements are met.**

#### 1.1 Mandatory Technical Criteria

- A complete list of the minimum mandatory technical criteria and/or performance specifications are detailed below in the "Compliance Matrix". Offerors are to clearly demonstrate compliance with each mandatory criteria.
- Offerors must show compliance by addressing each mandatory technical criteria in the Compliance Matrix, whether the product offered "meets" or "doesn't meet".
- Offerors must indicate how they meet each technical criteria by recording this information under the Performance Specification Offered column in the Compliance Matrix.

**COMPLIANCE MATRIX – TECHNICAL MANDATORY CRITERIA:**

Item #	Technical Criteria	Supporting documentation to be provided with the offer	Performance Specification Met? Indicate either Yes/No	Performance Specification Offered Offeror should indicate how they meet the performance specification by recording this information in this column	Cross Reference In this column, Offerors should cross-reference where this performance specification is indicated in their supporting documents
<b>A</b>	<b>Test Standard:</b>				
1	All items must have the ability to support a weight of 400 lbs.	Certificate of Compliance			
2	All items supplied must be "new". Recycled material will not be accepted	Certificate of Compliance			
1	Density – Minimum 5 lbs/ft <sup>3</sup> range using ASTM D3574 test method	Laboratory Test Results			
2	Indentation – 40+/- 5 LBS minimum for neoprene compound cushioning core and 35 +/-10 LBS minimum, both using ASTM D3574 test B1 method measured at 3" thickness at 25% deflection	Laboratory Test Results			
3	Compression Test – 12% max using ASTM D3574 Test D method – 50% constant deflection – percentage of original thickness	Laboratory Test Results			
4	For Neoprene Compound Cushioning Core only - Tensile Strength – 8	Laboratory Test Results			

Item #	Technical Criteria	Supporting documentation to be provided with the offer	Performance Specification Met? Indicate either Yes/No	Performance Specification Offered Offeror should indicate how they meet the performance specification by recording this information in this column	Cross Reference In this column, Offerors should cross-reference where this performance specification is indicated in their supporting documents
	lbs/sq in min using ASTM D3574 Test E method				
5	For Neoprene Compound Cushioning Core only - Tear Strength – minimum 2.0 lbs per inch using ASTM D3574 Test F method	Laboratory Test Results			
6	Fungal Resistance – no growth using ASTM G-21 test method	Laboratory Test Results			
7	Radiant Panel Index - Maximum flame index – 10 No flaming drips leaving specimen – no melting or dripping using ASTM D3574 testing method	Laboratory Test Results			
8	NBS Smoke Chamber Smoke Generation - Ds 90 sec – 100 maximum Ds 4 min – 175 maximum Dm – 200 maximum using ASTM E662 Flaming and non-flaming modes 1" Sample testing method	Laboratory Test Results			
9	Rate of Heat Release - Peak Heat Release	Laboratory Test Results			

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Item #	Technical Criteria	Supporting documentation to be provided with the offer	Performance Specification Met? Indicate either Yes/No	Performance Specification Offered Offeror should indicate how they meet the performance specification by recording this information in this column	Cross Reference In this column, Offerors should cross-reference where this performance specification is indicated in their supporting documents
	Rate 75KW/m2 maximum 3 minute Average Heat Release Rate 30 kW/m2 using ASTM E1354 testing method A. Radiant Flux 35kW/m2 B. Horizontal mode 2" sample				
	Flammability Resistance : Cal TB 117 = PASS	Laboratory Test Results			

## 1.2 Response Format

In order to facilitate evaluation of proposals, it is recommended that offerors proposals address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.



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## **ANNEX "E" to PART 3 OF THE REQUEST FOR STANDING OFFERS**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);