

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

Travaux publics et Services gouvernementaux
Canada
Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7^{ème} étage
Montréal
Québec
H5A 1L6
FAX pour soumissions: (514) 496-3822

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

National Master Standing Offer (NMSO)
Offre à commandes principale et nationale (OCPN)

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
Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7^{ème} étage
Montréal
Québec
H5A 1L6

Title - Sujet OàC Produits de serrureries	
Solicitation No. - N° de l'invitation W3380-12AM02/A	Date 2012-09-21
Client Reference No. - N° de référence du client W3380-12-AM02	GETS Ref. No. - N° de réf. de SEAG PW-\$MTA-125-12154
File No. - N° de dossier MTA-2-35131 (125)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-11-05	
Delivery Required - Livraison exigée .	
Address Enquiries to: - Adresser toutes questions à: Martel, Claude	Buyer Id - Id de l'acheteur mta125
Telephone No. - N° de téléphone (514)496-3574 ()	FAX No. - N° de FAX (514)496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DE LA DEFENSE NATIONALE VOIR ANNEXE A	
Security - Sécurité 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

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



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Del. Offered Liv. offerte
1	<p>OàC Produits de serrureries DEMANDE D'UNE OFFRE À COMMANDE ACHATS DE PRODUITS DE SERRURERIE POUR LES GARNISONS DE ST-JEAN & MONTREAL</p> <ul style="list-style-type: none"> Objet: La présente demande vise l'attribution d'une nouvelle offre à commandes pour la fourniture & la livraison sur demande de produits de serrurerie au Ministère de la Défense Nationale, Garnison St-Jean & la Garnison Montréal. Les lignes suivantes de serrurerie sont visées telles que: Ilco, Master, Schlage, Corbin Russwin, Yale, Sargent, Dorex, Scorpion, Halsco, Orbit Don-Jo et tout autres quincaillerie & produits des fabricants. DURÉE: Cette offre à commandes devra être valide jusqu'au 31 octobre 2014. La valeur financière est pour la durée de la demande, 2 années. <p>NOTES: VOIR ANNEXE A ET B</p>	W3380	W3380	1	LOT	\$	XXXXXXXXXXXX		

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) template is divided into six parts:

- (i) Part 1, General Information;
- (ii) Part 2, Offeror Instructions;
- (iii) Part 3, Offer Preparation Instructions;
- (iv) Part 4, Evaluation Procedures and Basis of Selection;
- (v) Part 5, Certifications, and
- (vi) Part 6: Security, Financial and Insurances Requirements
- (vii) Part 7A, Standing Offer, and
7B, Resulting Contract Clauses; and, the Annexes.

Part 1: provides a general description of the requirement;

Part 2: provides the instructions applicable to the clauses and conditions of the RFSO and states that the Offeror agrees to be bound by the clauses and conditions contained in all parts of the RFSO;

Part 3: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, the security requirement, if applicable, and the basis of selection;

Part 5: includes the certifications to be provided;

Part 6: includes the security, financial and insurances requirements to be provided if applicable

Part 7: 7A: includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

Part 7B: includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), Free Trade Agreement with Perou , Free Trade Agreement with Colombia (FTA) and the Agreement on Internal Trade (AIT)."

2. Summary

To supply , as and when ordered, several lock products and hardware produced by various manufacturers, such as Ilco, Master, Schlage, Corbin Russwin, Yale, Sargent, Dorex, Scorpion, Halsco, Orbit Don-Jo , specified on Annex A and B , to be delivered FOB Destination including all delivery charges for the Department of National Defence, at St-Jean and Montreal Garrison.

The period of the RISO will be for two years from date of issue to October 31, 2014 , with a possibility of one optional /extension period of 12 additional months , as November 1, 2014 to October 31, 2015.

The delivery must be made within 5 to 10 working days following receipt of a call-up.

Quantity : Varied

SEE ANNEXE A and B

3. Security Requirement - N/A

4. Communications Notification

As a courtesy, the Government of Canada requests that successful offerors notify the Standing Offer Authority in advance of their intention to make public an announcement related to the issuance of a standing offer.

5. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of notification that their offer was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

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 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 (2012-07-11)** Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

The text under Subsection 4 of Section 1 - Code of Conduct and Certifications of 2006 referenced above is replaced by :

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

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

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications of 2006 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

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

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

1.1 SACC Manuel Clauses

SACC Référence	Section	Date
B4024T	No substitute Products	15-08-2006
M1004T	Material	25-05-2007

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 on page 1 of the Request for Standing Offers.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **(10) 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

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 the Province of Quebec.

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.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

1.1 The firm unit prices must appear on Annex A and B only .

No prices must be indicated in any other section of the offer.

1.2 Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

1.3 Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted: VISA _____ Master Card _____

- (b) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criteria.

1.4 Certifications

Offerors must submit the certifications required **under Part 5.**

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the mandatory technical and financial evaluation criteria .

1.1 Financial and Technical Evaluation

1.1.1 MANDATORY TECHNICAL CRITERIA

- A) **Technical compliance** “No substitute/equivalent will be accepted” with Annex **A and B**- Requirement
- B) **Firm unit price** in Canadian currency, FOB Destination including all delivery charges , must be submitted for **a minimum of 90% of the total items** of Annex **A and B**.
- C) No minimum quantity or value will be accepted
- D) Compliance to proposed establishment pricing methods
- E) Acceptance of the terms and conditions of the request of SO

1.2. Financial Evaluation - Pricing - Annex A and B

1.2.1 The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination including all delivery , packaging, shipping, handling and unloading charges to destination (Canadian Customs duties and excise taxes included if applicable) .

1.2.2 Financial Offer

IMPORTANT : **Offers must be submitted in Canadian currency only.**
Failure to comply will render your offer non-responsive.

Offerors must submit their financial offer in accordance with Annex A and B - / Pricing". The total amount of Goods and Services Tax or Harmonized Sales must be shown separately, if applicable.

1.2.3 Calculation of Pricing

For the evaluation purpose , the total price of an offer will be calculated by multiplying the unit price by the estimated quantities as listed in Annex A and B.

It should be noted that all items for which no unit price is indicated by an offeror, the inclusion of the price of the offeror holding the highest unit price for the same item, will be inserted in order to adequately assess all of offers fairly.

The responsive offer with the grand lowest total price of Annex "A and B" will be recommended for issuance of a Standing Offer.

1.2.4 Important - Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection.

Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

1.2.5 Evaluation of price

1. The price of the offer will be evaluated as follows:
 - (a) Canadian-based offerors must submit firm prices, Canadian customs duties and excise taxes included, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) excluded.
 - (b) foreign-based offerors must submit firm prices, Canadian customs duties, excise taxes and GST or HST excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based offerors.
2. Unless the Request for Standing Offers (RFSO) specifically requires offers to be submitted in Canadian currency, offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the RFSO closing date, or on another date specified in the RFSO, will be applied as a conversion factor to the offers submitted in foreign currency.

-
3. Although Canada reserves the right to issue the Standing Offer either on an FOB plant or FOB destination, Canada requests that offerors provide prices FOB their plant or shipping point and FOB destination. Offers will be assessed on an FOB destination basis.
 4. For the purpose of the RFSO, offerors with an address in Canada are considered Canadian-based offerors, and offerors with an address outside of Canada are considered foreign-based offerors.

2. Basis of Selection

2.1 An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest grand total evaluated price (Annex A and B) will be recommended for issuance of a standing offer. Bids not meeting all of the mandatory requirements will be given no further consideration

Note 1 : PWGSC will issue only one RISO .

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

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

1. Code of Conduct Certifications - Certifications Precedent to Issuance of a Standing Offer - Annex D and E

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

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

2. Certifications Precedent to Issuance of a Standing Offer

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

1.1 Federal Contractors Program - Certification - more than \$25,000 and less 200,000.00

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax

(819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

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

The Offeror or the member of the joint venture

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

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

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

(d) () is subject to FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

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

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Security requirements - N/A
2. Financial capacity - N/A
3. Insurance requirements

3.1 CCUA clauses and conditions

Référence CCUA	Section	Date
G1005C	Insurance	2008-05-12

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

- 1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement on **Annex "A and B" attached.**

2. Security Requirement - N/A

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 issued by Public Works and Government Services Canada.

3.1 General Conditions

2005 (2012-07-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

The text under Subsection 11 of Section 1 - Code of Conduct and Certifications of 2005 referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in **Annex "C"**. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still 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: from date of issue to January 31, 2013;**
- 2nd quarter: February 1 to April 30, 2013;**
- 3rd quarter: May 1 to July 31, 2013;**
- 4th quarter: August 1 to October 31, 2013.**

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

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer **is from the date of issue of RISO to October 31, 2014, with a possibility of one optional period of 12 months as from, November 1, 2014 to October 31, 2015.**

4.1.1 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional period of 12 months, as from (Annex B) November 1, 2014 to October 31, 2015, if exercised by DND.

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 **30 days** before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4.2. Requirements and delivery delay

Solicitation No. - N° de l'invitation

W3380-12AM02/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mta125

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

W3380-12-AM02

File No. - N° du dossier

MTA-2-35131

CCC No./N° CCC - FMS No/ N° VME

The delivery must be completed within a maximum delay of 5 to 10 working days following receipt of a call up.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Claude Martel

Title: Procurement officer.

Public Works and Government Services Canada

Acquisitions Branch

Address: 800 de la Gauchetière, East - South portail,

Place Bonaventure

Montréal, Québec

H5A 1L6

Telephone: 514-496-3574

Facsimile: 514-496- 3822

E-mail address: claudemarie.martel@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.

5.2 Offeror's Representative

Name : _____

Telephone no. : _____

Fax no. _____

E-mail address: _____

6. Department Customer contact

Name:

Title :

Phone number: _____

Fax number: _____

E-mail : _____

7. Call-up Procedures

A call-up made against this Standing Offer shall form a contract only for those goods which have been called-up, provided always that such call-up is made in accordance with the provisions of this Standing Offer.

8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer, or electronic document.

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$15,000.00 (Goods and Services Tax or Harmonized Sales Tax included)**.

10. Financial limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (Goods and Services Tax or Harmonized Sales Tax 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 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 _____ 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.

11. 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 (2012-07-16)**, General Conditions - Standing Offers - Goods or Services;
- d) the general conditions **2010A (2012-07-16)** General Conditions - Goods and Services
- e) Annex A - Requirement - Pricing - from date of issue to October 31,2014 ;
- f) Annex B, Required -Pricing - Optional period - from November 1,2014 to October 31, 2015;
- g) Annex C - quaterly report (example)
- h) Annex D - List of names of all individuals who are currently directors of the Offeror;
- i) Annex E - Consent to a Criminal Record Verification (PWGSC-TPSGC- 229)
- j) the Offeror's offer _____ (insert date of offer), _____ (if the offer was clarified or amended, insert at the time of issuance of the offer: “as clarified on _____” or “as amended _____”. (insert date(s) of clarification(s) or amendment(s) if applicable).

12. Certifications

12.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

13. 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 _____. (Insert the name of the province or territory as specified by the offeror in its offer, if applicable).

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.

1. Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2010A (2012-07-16), General Conditions - Goods and Services .

(This clause will be completed at award contract , if applicable)

Section __16____, Interest on Overdue Accounts of _____will not be applied to payments made by credit cards at point of sale.

The text under Subsection 29 of Section 1 - Code of Conduct and Certifications of 2010A referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

3. Term of Contract

3.1 Delivery Date

The delivery must be completed within a maximum delay of 5 to 10 working days following receipt of a call-up.

4. Payment

4.1 Basis of Payment - Firm Unit price

See Annex - "A " and ("B" if exercised by DND)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a "firm unit price(s)" as specified in Annex A and

(Annex B if exercised by DND) . Customs duties are "included" and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

4.2 Price limit

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.

4.3 SACC Manual Clauses

Référence to

SACC	Section	Date
H1000C	Single payment	2008-05-12
A2608C	Canadian Customs documentation	2010-08-16
C2605C	Canadian Customs Duties and Sales Tax - Foreign-based Contractor	2008-05-12
C2000C	Taxes - Foreign-based Contractor	2007-11-30
C6000C	Limitation of Price	2011-05-16
G1005C	Insurance	2008-0815

4.4 Payment by Credit Card (to be completed at award contract)

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

5. Invoicing Instruction

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

6. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

ANNEX -~~A~~- LOCK PRODUCTS

Solicitation No. - N° de l'invitation

W3380-12AM02/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MTA-2-35131

Buyer ID - Id de l'acheteur

mta125

CCC No./N° CCC - FMS No/ N° VME

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

W3380-12-AM02

PERIODE : from date of issue to October 31, 2014

Please provide a firm unit price for each of the items listed below.

Note: Equivalencies will not be accepted because of military maximum security standards.

All items in this annex must be delivered within 5 to 10 working days of the request.

Veillez s.v.p. fournir un prix unitaire ferme pour chacun des items mentionnés ci-dessous. N.B. Pour des raisons de haute sécurité militaire aucun équivalent ne sera accepté. La livraison devra se faire dans un délai de 5 à 10 jours ouvrables pour tous les items dans cette annexe.

ANNEX -B- LOCK PRODUCTS & HARDWARE

Solicitation No. - N° de l'invitation

W3380-12AM02/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MTA-2-35131

Buyer ID - Id de l'acheteur

mta125

CCC No./N° CCC - FMS No/ N° VME

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

W3380-12-AM02

OPTIONAL PERIOD : November 1, 2014 to October 31, 2015

Please provide a firm unit price for each of the items listed below.

Note: Equivalencies will not be accepted because of military maximum security standards.

All items in this annex must be delivered within 5 to 10 working days of the request.

Veillez s.v.p. fournir un prix unitaire ferme pour chacun des items mentionnés ci-dessous. N.B. Pour des raisons de haute sécurité militaire aucun équivalent ne sera accepté. La livraison devra se faire dans un délai de 5 à 10 jours ouvrables pour tous les items dans cette annexe.

ANNEXE "C" -

QUARTELY REPORT (EXAMPLE)

From date of issue to JANUARY 31, 2013

No. OCPR	Name of Entreprise	Departement	Call-ups/ commandes	TotalValue of dept	Total Value per période/ Or month	
W3380-12 AM02 /001 -MTA	ABC	DND-Montreal November 2012	12	5,000 \$	5,000\$	
		DND-St-Jean November 2012	10	15,000 \$	20,000\$	
		DND-Montreal December 2012	5	5,000	25,000	
		DND-St-Jean December 2012	3	8,000	33,000	
		DND-Montreal January 2013	2	4,000	37,000	
		DND-St-Jean January 2013	4	10,500	47,500	
		TOTAL/CUMULATIF: 47,500\$				

ANNEX D -

Solicitation No. - N° de l'invitation

W3380-12AM02/A

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

W3380-12-AM02

Amd. No. - N° de la modif.

File No. - N° du dossier

MTA-2-35131

Buyer ID - Id de l'acheteur

mta125

CCC No./N° CCC - FMS No/ N° VME

Consent to a Criminal Record Verification (PWGSC-TPSGC 229)

SEE PDF COPY attached.