

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC

**11 Laurier St./ 11 rue, Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776**

Request For 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

Scientific, Medical and Photographic Division / Division
de l'équipement scientifique, des produits photographiques
et pharmaceutiques
11 Laurier St./ 11 rue, Laurier
6B1, Place du Portage
Gatineau, Québec K1A 0S5

Title - Sujet Drug testing materials for the Meth	
Solicitation No. - N° de l'invitation 21120-145901/A	Date 2013-05-22
Client Reference No. - N° de référence du client 21120-145901	GETS Ref. No. - N° de réf. de SEAG PW-\$\$PV-915-62795
File No. - N° de dossier pv915.21120-145901	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-07-02	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Gosselin, Monique	Buyer Id - Id de l'acheteur pv915
Telephone No. - N° de téléphone (819)956-3803 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	
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

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Solicitation No. - N° de l'invitation

21120-145901/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pv915

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

21120-145901

File No. - N° du dossier

pv91521120-145901

CCC No./N° CCC - FMS No/ N° VME

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PART 1 - GENERAL INFORMATION

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, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications 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: Annex A - Requirement / the Basis of Payment, Annex B - Correctional Service of Canada (CSC) Facilities and Annex C - Standing Offer Reporting.

2. Summary

The Correctional Service Canada (CSC) has a requirement for a National Individual Standing Offer on an "as and when" requested basis for the supply of on-site urine testing kits for the Methadone Maintenance Treatment Program (MMTP) in accordance with the mandatory technical specifications detailed in the Request for Standing Offer. Delivery will be made to CSC across Canada.

2.2 Standing Offer Period

The period of the Standing Offer will be for two (2) years from date of issuance.

The requirement also includes an irrevocable option to extend the period of Standing Offer up to three (3) additional one (1) year periods under the same terms and conditions and at the same prices specified in the Standing Offer.

2.3 Trade Agreements

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), and the Agreement on Internal Trade (AIT).

3. 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* (<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 (2013-03-21) 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: sixty (60) days

Insert: ninety (90) days

1.1 SACC Manual Clauses

M1004T

Condition of Material

2011-05-16

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 ten (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 Ontario, Canada.

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

Canada requests that offerors provide their offer in separately bound sections as follows:

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

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

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 should:

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

Section I: Technical Offer

The following applies to the Requirement and offerors must provide the following information in the offer where applicable:

- 1.1.1 Manuals (See Part 4 - Evaluation procedures and basis of selection, section 1.1.1 - Factors for Evaluation, para 5)

Bidders must provide user instructions in both official Canadian languages, in all shipments.

- 1.1.2 Training (See Part 4 - Evaluation procedures and basis of selection, section 1.1.1 - Factors for Evaluation, para 6)

Bidders must provide training on the use of their devices. The training must be in a self-directed that uses videos, manuals, or a computer/web-based program. The training must be available in both official Canadian languages (English and French) and should be brief (less than 1 hour). In terms of quantities, 1 copy (in English unless otherwise specified on the call up) for each site listed in Annex C, (2 copies each in Quebec and Atlantic regions -1 in English, 1 in French). All costs associated with the on-site training must be included in the price.

- 1.1.3 Device License (See Part 4 - Evaluation procedures and basis of selection, section 1.1.1 - Factors for Evaluation, para 7)

All of the devices required must have received the necessary medical device license from Health Canada for marketing and distribution of the product in Canada.

1.1.4 Product(s) Offered

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

Name of Manufacturer: _____

Model/Part Number: _____

Literature attached: Yes (____) No (____)

1.1.5 Point of Manufacture/Shipping

The Offeror must state the point of manufacture/shipping of goods:

Location: _____

Postal Code: _____

1.1.6 Delivery Call-ups

Delivery shall be made within _____ calendar days from receipt of a call-up.

1.1.7 Contacts

Offerors are requested to provide the following: Information pertaining to Article 4.3 Offeror Representatives under Part 6, Section A Standing Offer and resulting Contract Clauses.

Section II: Financial Offer

2.1 The Offeror must submit their financial offer in accordance with the Annex A - Requirement/Basis of Payment.

1. The Offeror must quote firm unit prices, DDP Destination, freight charges to destination and all applicable customs and duties and excise taxes must be included if applicable, the total amount of applicable taxes must be shown separately, for each item identified in Annex A, Requirement / Basis of Payment, **Pricing A**.
2. The Offeror must quote a firm discount, DDP Destination, freight charges to destination and all applicable customs and duties and excise taxes must be included if applicable, the total amount of applicable taxes must be shown separately, which will apply to the Offeror's published catalogue/price list, **Pricing B**.

The discount will remain firm for the Standing Offer period and any optional years.

2.2 Estimated Quantity

The estimated quantity of goods specified in Annex A, Requirement / Basis of Payment, **Pricing A**, are only an approximation of requirements given in good faith. The making of a Standing Offer by the Offeror will not constitute an agreement by Canada or any Identified User to order any or all of the said goods or services.

2.3 Payment by Credit Card (accessories, spare parts, etc. only)

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 criterion.

Section III: 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 technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Technical Evaluation

All offers submitted shall be completed in full and provide all of the information requested in the Request for Standing Offer (RFSO) package to enable a full and complete evaluation. If the requirement is not addressed in the offeror's offer, the offer will be considered incomplete or non-responsive and will be rejected. The onus is on the offeror to provide all the information necessary to ensure a complete and accurate assessment.

1.1.1 Factors for Evaluation

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

The offeror **MUST** cross reference the mandatory technical criteria contained herein to their offer.
 - b) **Supporting technical documentation for the stores offered shall be provided with the bid at time of bid closing.**

Technical brochures or technical data **MUST** be provided to verify compliancy to the technical mandatory specifications.
3. **COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS REQUEST FOR PROPOSAL (MANDATORY)**
4. Please note that the requirements of the Federal Contractors Program for Employment Equity may apply - see herein.
5. Bidders must provide a copy of the user instructions in both official languages for all materials, at time of bid closing with their bid.

Cross Reference to proposal: _____

6. Bidders must provide a copy of their training materials in both official Canadian languages with their bid, along with written acknowledgement that this training would be available at no cost to CSC.

Cross Reference to proposal: _____

7. A copy of the medical device license must be provided with the bid.

Cross Reference to proposal: _____

8. Bidders must provide documentation to demonstrate that their devices can detect drug and drug metabolite at or better than the minimum cut-off levels specified in Annex A - requirement / Basis of Payment.

Cross Reference to proposal: _____

9. Creatinine results need to show whether sample falls within a normal range or not, indicating whether sample has been tampered with or diluted.

Cross Reference to proposal: _____

10. Bidders must submit written evidence of or better than the minimum cut-off levels specified in Annex A - Requirement / Basis of Payment and the cut-off levels of the individual panels in 13.1 at the time of the bid.

Cross Reference to proposal: _____

11. Bidders must submit documentation, dated no earlier than 2001, verifying the cross-reactivity of each test above at the time of the bid.

Cross Reference to proposal: _____

12. Bidders must submit, at the time of the bid, documentation of the true positive and true negative performance of the devices listed above over a minimum of 10 tests at both 25% above and 25% below the cut-off levels noted herein compared to GC-MS results. This documentation may be from an "in-house" study or independent evaluation by an external evaluator. Complete copies of the evaluation and published manuscripts if published in a peer-reviewed toxicology journal must be provided. Discrepancies between the immunoassay result and the GC-MS confirmation findings must be described thoroughly.

Cross Reference to proposal: _____

13. For items 1 and 2, Bidders must provide the following:
- 13.1 a list of individual panels available for purchase with prices and cut-off levels;
 - 13.2 a sample of both items 1 and 2;
 - 13.3 all tests submitted must be in the panel format;
 - 13.4 results of all panels submitted must be readily evident when photocopied;
 - 13.5 results of all panels submitted must be readable within five minutes of the urine's contact with the panel; and
 - 13.6 containers and lids must be leak proof.

Cross Reference to proposal: _____

1.2 Financial Evaluation

The price of the bid will be evaluated as follows:

The lowest evaluated price will be established using the following criteria:

- a) prices will be evaluated in Canadian Funds including any applicable Excise Taxes and Canadian Customs Duty (if applicable) and the total amount of applicable taxes must be shown separately. For evaluation purposes, bids received in a foreign currency will be converted to Canadian funds using the appropriate rate of exchange using the rate quoted by the Bank of Canada as being in effect on date of bid closing.
- b) prices will be evaluated on a DDP (as per Annex B).
- c) for bid evaluation purposes only, the total bid price will be determined by adding the cost of the total firm price for the Standing Offer period with the cost of the total firm price for the option years. The estimated quantities identified will be used for each destination per year.

2. Basis of Selection

2.1 Basis of Selection - Multiple Items

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 evaluated price on an aggregate basis (including the option years) will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation 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, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are, in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

2. Additional Certifications Required with the Offer

Offerors must submit the following duly completed certifications with their offer.

2.1 Federal Contractors Program - \$200,000 or more

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, and/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, and/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 - 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 at Annex A - Requirement / Basis of Payment.

2. 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.

2.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 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, including those 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 - Standing Offer Reporting. 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 data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

Quarterly periods are defined as follows:

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

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is for two (2) years from the date of issuance.

3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional three (3) one (1) year periods under the same conditions and at the rates or prices specified in the Standing Offer.

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.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Monique Gosselin
Public Works and Government Services Canada
Acquisitions Branch
Commercial Consumer Products Directorate
11 Laurier Street, 6A2, Phase III
Place du Portage, Hull, Quebec, K1A 0S5

Telephone: (819) 956-3803

Facsimile: (819) 956-3814

E-mail address: monique.gosselin@pwgsc-tpsgc.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.

4.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

4.3 Offeror's Representative (*fill in*)

The telephone number of the person responsible for :

General enquiries

Name: _____
 Telephone No. _____
 Facsimile No. _____
 E-mail address: _____

Delivery Follow-up

Name: _____
 Telephone No. _____
 Facsimile No. _____
 E-mail address: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: as per Annex C - CSC Facilities.

6. Call-up Procedures

- 6.1 Authorized Call-ups against this Standing Offer must be made using duly completed forms identified in Part 5A, Paragraph 7 by methods such as facsimile, electronic mail or any other method deemed acceptable by both the Identified User and the Offeror.
- 6.2 No costs incurred before the receipt of a signed Call-up or equivalent document can be charged to this Standing Offer.
- 6.3 If by error or omission the Identified User fails to apply the correct price to an item, it is the responsibility of the Offeror to notify the Identified User of the error prior to delivery.
- 6.4 Any modifications to the original call-up must be supported by the issuance of a subsequent form in accordance with the Standing Offer terms and conditions in effect at the time of call-up.
- 6.5 For urgent requirement only Identified Users may request goods/services by telephone/facsimile/ e-mail which must be followed up by issuing a call-up or equivalent document no later than the next working day, to confirm the request for goods.

Call-ups paid for by Acquisition Cards as an alternative to other payment methods identified in the Standing Offer must be made as specified in 6.1 through 6.5.

7. Call-up Instrument

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

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

9. 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 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) 2010A (2013-03-21) General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement / Basis of Payment;
- f) Annex B, Correctional Service of Canada (CSC) Facilities;
- g) Annex C, Standing Offer Reporting;
- h) the Offeror's offer _____ (insert date of offer).

10. Certifications

10.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if 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.

11. 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 Ontario, Canada.

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.

1.1.1 Manuals

Offeror must provide user instructions in both official Canadian languages, in all shipments.

1.1.2 Training

Offeror must provide training on the use of their devices. The training must be in a self-directed that uses videos, manuals, or a computer/web-based program. The training must be available in both official Canadian languages (English and French) and must be less than 1 hour. In terms of quantities, 1 copy (in English unless otherwise specified on the call up) for each site listed in Annex B, (2 copies each in Quebec and Atlantic regions -1 in English, 1 in French).

1.1.3 Device License

All of the devices required must have received the necessary medical device license from Health Canada for marketing and distribution of the product in Canada.

2. Standard Clauses and Conditions

2.1 General Conditions

2010A (2013-04-25) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts, of 2010A (2013-04-25) General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

3. Term of Contract

3.1 Delivery Date

Delivery must be made within ____ calendar days from receipt of a call-up against the Standing Offer.

3.2 Shipping Instructions - Delivery at Destination

1. Shipment shall be consigned to the destination specified herein and delivered:

(a) DDP Delivered Duty Paid (Annex B - CSC Facilities) Incoterms 2000 for shipments from a commercial supplier.

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

4. Payment

4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit prices, as specified in Annex A - Requirement / Basis of Payment. Customs duties and excise tax are included and the total amount of applicable taxes must be shown separately.

4.2 Limitation of Price

C6000C	Limitation of Price	2007-05-25
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4.3 Multiple Payment

H1001C	Multiple Payment	2008-05-12
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4.4 SACC Manual Clauses

C2000C	Taxes - Foreign-Based Contractor	2007-11-30
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4.5 Payment by Credit Card

The following credit card(s) is (are) accepted: _____.

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5. Invoicing Instructions

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

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

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ANNEX “A”

REQUIREMENT / BASIS OF PAYMENT

The Offeror shall be paid the firm unit prices, Delivery Duty Paid (DDP) (as per individual call-up), freight charges to destination and all applicable Customs duties and Excise taxes included if applicable, the total amount of applicable taxes must be shown separately as detailed below for the items and period identified.

NOTE: Offerors must quote on all items specified below to be considered compliant.

MANDATORY SPECIFICATIONS FOR THE URINE TEST KITS

1.0 The devices must detect drug and drug metabolite at or better than the following minimum cut-off levels:

Cocaine (Metabolite Benzoyllecgonine) 300 ng/ml
Opiates (Morphine equivalents) 300 ng/ml
Benzodiazepines (Oxazepam equivalents) 300 ng/ml
Methadone Metabolite 100 ng/ml
Buprenorphine 10 ng/ml
Amphetamine 500 ng/ml
Oxycodone 100 ng/ml

Cross Reference to proposal: _____

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Pricing A

Table 1 - 7 Panel Test Kits

Item	Description	Est. Qt for the period of SOA	Firm Unit Price for the period of SOA (2013-2015)	Est. Qt for the 1st option year	Firm Unit Price for 1st option year (2015-2016)	Est. Qt for the 2nd option year	Firm Unit Price for 2nd option year (2016-2017)	Est. Qt for the 3rd option year	Firm Unit Price for 3rd option year (2017-2018)
1	Urinalysis Test Kits with a 7-panel test configuration to test for the presence of: -Methadone Metabolite - Cocaine metabolite - Opiates - Benzodiazepines - Amphetamines - Oxycodone - Creatine	37,050	\$ _____	19,380	\$ _____	19,950	\$ _____	20,520	\$ _____
2	Urinalysis Test Kits with a 7-panel test configuration to test for the presence of: -Buprenorphine Metabolite - Cocaine metabolite - Opiates - Benzodiazepines - Amphetamines - Oxycodone - Creatine	1,200	\$ _____	1,200	\$ _____	1,200	\$ _____	1,200	\$ _____

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Pricing B

Offerors must quote firm percentage discounts, all inclusive, Delivery Duty Paid (DDP) (as per individual call-up), freight charges to destination and all applicable Customs duties and Excise taxes included if applicable. The total amount of applicable taxes must be shown separately that will apply to the Offeror's published price list for individual test strips within Table 2 below.

Table 2 - Individual Test Strips

Item	Description	% discount for the period of SOA (2013 to 2015)	% discount for the first year option (2015-2016)	% discount for the first year option (2016-2017)	% discount for the first year option (2017-2018)
1	Individual test strip identified within the Offerors published price list				

ANNEX B

CSC FACILITIES

<u>Archambault Institution (Med)</u> 242 Montée Gagnon Sainte-Anne-des-Plaines, Québec J0N 1H0 (450) 478-5960 Fax : (450) 478-7655	<u>Collins Bay (Med.)</u> 1455 Bath Road PO Box 190 Kingston, Ontario K7L 4V9 (613) 545-8598 Fax: (613) 536-3497 <u>Nurse station:</u> (613) 536-6208 <u>Methadone Nurse's office:</u> (613) 536-6875 Fax: (613) 536-6648
<u>Atlantic Instituion (Max.)</u> 13175 Route 8 PO Box 102 Renous, New Brunswick E9E 2E1 (506) 623-4000 Fax: (506) 623-4017	<u>Cowansville Institution (Med.)</u> 400 Fordyce Avenue Cowansville, Québec J2K 3G6 (450) 263-3073 Fax : (450) 263-0325
<u>Bath Institution (Med)</u> 5775 Bath Road PO Box 1500 Bath, Ontario K0H 1G0 (613) 351-8346 Fax: (613) 351-8039 <u>Nurse station:</u> (613) 351-8014 Fax: (613) 351-8342	<u>Donnacona Institution (Max)</u> 1537 Highway 138 Donnacona, Québec G3M 1C9 (418) 285-2455 Fax: (418) 285-2027
<u>Beaver Creek Institution (Min.)</u> PO Box 1240 Gravenhurst, Ontario P1P 1W9 (705) 687-6641 Fax: (705) 687-5010 <u>Main Nurses station:</u> (705) 687-1737 Fax: (705) 687-8399	<u>Drumheller Institution (Med and Min)</u> Highway #9, PO Box 3000 Drumheller, Alberta T0J 0Y0 (403) 823-5101 Fax: (403) 823-8666

<u>Bowden Institution (Med./Min.)</u> Highway #2 PO Box 6000 Innisfail, Alberta T4G 1V1 (403) 227-3391 Fax: (403) 227-6022	<u>Frontenac Institution (Min.)</u> 1455 Bath Road PO Box 7500 Kingston, Ontario K7L 5E6 (613) 536-6000 Fax: (613) 545-8823
<u>Drummond Institution (Med.)</u> 2025 Jean-de-Brébeuf Blvd. Drummondville, Québec J2B 7Z6 (819) 477-5112 Fax : (819) 477-9893	<u>Grande Cache Institution (Min.)</u> Hoppe Avenue Bag 4000 Grande Cache, Alberta T0E 0Y0 (780) 827-4200 Fax : (780) 827-2984
<u>Federal Training Centre (Min.)</u> 6099 Lévesque Boulevard East Laval, Québec H7C 1P1 (450) 661-7786 Fax : (450) 661-9485	<u>Grierson Centre (Min.)</u> 9530 – 101st Avenue (Basement) Edmonton, Alberta T5H 0B3 (780) 495-2157 Fax : (780) 495-4755
<u>Fenbrook Institution (Med.)</u> 2000 Beaver Creek Drive PO Box 5000 Gravenhurst, Ontario P1P 1Y2 (705) 687-1895 Fax: (705) 687-1896 <u>Main Nurses station:</u> (705) 684-4015 Fax: (705) 684-4106	<u>Joyceville Institution (Med.)</u> Highway 15, PO Box 880 Kingston, Ontario K7L 4X9 (613) 536-6400 Fax: (613) 536-6433 <u>Nurse station:</u> (613) 536-6465 Fax: (613) 536-6466
<u>Ferndale Institution (Min.)</u> 33737 Dewdney Trunk Road PO Box 50 Mission, British Columbia V2V 4L8 (604) 820-5720 Fax: (604) 820-5730 <u>Chief of Health Services:</u> (604) 820-5794 Fax: (604) 820-5732	<u>Kent Institution (Max.)</u> 4732 Cemetery Road PO Box 1500 Agassiz, British Columbia V0M 1A0 (604) 796-2121 Fax: (604) 796-4500 <u>Chief of Health Services:</u> (604) 796-2121 xt. 4554 Fax: (604) 796-2121 xt. 4502

<u>Kingston Penitentiary (Max.)</u> 560 King Street West PO Box 22 Kingston, Ontario K7L 4V7 (613) 545-8460 Fax: (613) 545-8826 <u>Nurse station:</u> (613) 536-6677 Fax: (613) 530-3022	<u>Millhaven Institution (Max.)</u> Highway 33, PO Box 280 Bath, Ontario K0H 1G0 (613) 351-8000 Fax: (613) 351-8136 <u>Nursing station:</u> (613) 351-8232 Fax: (613) 351-8230
<u>Kwikwèxwelhp Healing Village</u> PO Box 110 Harrison Mills, British Columbia V0M 1L0 (604) 796-1650 Fax: (604) 796-8431 <u>Chief of Health Services:</u> (604) 850-5794 Fax: (604) 820-5732	<u>Mission Institution (Med.)</u> 8751 Stave Lake Street PO Box 60 Mission, British Columbia V2V 4L8 (604) 826-1231 Fax: (604) 820-5801 <u>Chief of Health Services:</u> (604) 820-5854 Fax: (604) 820-5803
<u>La Macaza Institution (Med.)</u> 321 Chemin de l'Aéroport La Macaza, Québec J0T 1R0 (819) 275-2315 Fax : (819) 275-3079	<u>Montée Saint-François Institution (Min.)</u> 600 Montée Saint-François Laval, Québec H7C 1S5 (450) 661-9620 Fax : (450) 661-7449
<u>Leclerc Institution (Med.)</u> 400 Montée Saint-François Laval, Québec H7C 1S7 (450) 664-1320 Fax : (450) 664-6719	<u>Mountain Institution (Med.)</u> 4732 Cemetery Road PO Box 1600 Agassiz, British Columbia V0M 1A0 (604) 796-2231 Fax: (604) 796-1450 <u>Chief of Health Services:</u> (604) 796-2231 xt. 440D Fax: (604) 796-1527 K7L 5E6

<u>Matsqui Institution (Med.)</u> 33344 King Road PO Box 2500 Abbotsford, British Columbia V2S 4P3 (604) 859-4841 Fax: (604) 850-8228 <u>Chief of Health Services:</u> (604) 850-8264 Fax: (604) 850-8210	<u>Regional Pharmacy (Ontario)</u> c/o : Frontenac Institution (Min.) 1455 Bath Road PO Box 7500 Kingston, Ontario K7L 5E6 (613) 536-6000 Fax: (613) 545-8823
<u>Pacific Institution (Max)</u> 33344 King Road PO Box 3000 Abbotsford, British Columbia V2S 4P4 (604) 870-7700 Fax: (604) 870-7746 <u>Chief of Health Services:</u> (604) 870-7768 Fax: (604) 851-7640	<u>Regional Pharmacy (Pacific)</u> c/o: Regional Supply Depot 33344 King Road PO Box 3333 Abbotsford, B.C. V2S 5X7 (604) 870-2565 Fax: (604) 870-2574
<u>Pê Sâkâstêw Centre (Min.)</u> Highway #2A PO Box 1500 Hobbema, Alberta T0C 1N0 (780) 585-4104 Fax: (780) 585-3588	<u>Regional Psychiatric Centre (Prairies) (Multi)</u> 2520 Central Avenue North PO Box 9243 Saskatoon, Saskatchewan S7K 3X5 (306) 975-5400 Fax: (306) 975-6024
<u>Pittsburgh Institution (Min.)</u> Highway 15, No. 3766 PO Box 4510 Kingston, Ontario K7L 5E5 (613) 536-4046 Fax: (613) 536-6389 <u>Nurse station:</u> (613) 536-4210 Fax: (613) 536-4649	<u>Regional Reception Centre (Québec) (Max.)</u> 246 Montée Gagnon Sainte-Anne-des-Plaines, Québec J0N 1H0 (450) 478-5977 Fax : (450) 478-5899

<u>Port-Cartier Institution (Max.)</u> Chemin de l'Aéroport PO. Box 7070 Port-Carier, Québec G5B 2W2 (418) 766-7070 Fax : (418) 766-6258	<u>Regional Reception Centre (Pacific)</u> 33344 King Road PO Box 3500 Abbotsford, British Columbia V2S 4P4 (604) 870-7700 Fax: (604) 870-7746
<u>Regional Treatment Centre (Ontario)</u> 560 King Street West PO Box 22 Kingston, Ontario K7L 4V7 (613) 536-6901 Fax: (613) 536-4115 <u>Nurse station:</u> (613) 536-6941 Fax: (613) 536-4154	<u>Sainte-Anne-des-Plaines Institution (Min.)</u> 244 Montée Gagnon Sainte-Anne-des-Plaines, Québec J0N 1H0 (450) 478-5933 Fax : (450) 478-7077
<u>Regional Treatment centre (Pacific)</u> 33344 King Road PO Box 3000 Abbotsford, British Columbia V2S 4P4 (604) 870-7700 Fax: (604) 870-7746 <u>Chief of Health Services:</u> (604) 870-7768 Fax: (604) 851-7640	<u>Saskatchewan Penitentiary (Max./Med.)</u> 15th Street West PO Box 160 Prince Albert, Saskatchewan S6V 5R6 (306) 765-8000 Fax: (306) 765-8073 <u>Health Care Services:</u> (306) 765-8162 Fax: (306) 765-8086
<u>Riverbend Institution (Min.)</u> 15 th Street West PO Box 850 Prince Albert, Saskatchewan S6V 5S4 (306) 765-8200 Fax: (306) 765-8220	<u>Shepody Healing Centre (Multi)</u> 4902 Main Street Dorchester, New Brunswick E4K 2Y9 (506) 379-2471 Fax: (506) 379-4201
<u>Rockwood Institution</u> Highway #7, PO Box 72 Stony Mountain, Manitoba R0C 3A0 (204) 344-5111 Fax: (204) 344-7107	<u>Springhill Institution (Med.)</u> 330 McGee Street PO Box 2140 Springhill, Nova Scotia B0M 1X0 (902) 597-8651 Fax: (902) 597-3452

<u>Stony Mountain Institution (Med.)</u> Highway #7 PO Box 4500 Winnipeg, Manitoba R3C 3W8 (204) 344-5111 Fax: (204) 344-7100	<u>Edmonton Institution for Women (Multi)</u> 11151-178 th Street Edmonton, Alberta T5S 2H9 (780) 495-3657 Fax: (780) 495-2266
<u>Warkworth Institution (Med.)</u> Country Road #29 PO Box 760 Campbellford, Ontario K0L 1L0 (705) 924-2210 Fax: (705) 924-3351 <u>Nurse station:</u> (705) 924-8044 Fax: (705) 924-8047	<u>Fraser Valley Institution for Women</u> 33344 King Road PO Box 5000 Abbotsford, British Columbia V2S 6J5 (604) 851-6000 Fax: (604) 851-6039 <u>Chief of Health Services</u> (604) 851-6110 Fax: 604-851-6108
<u>Westmorland Institution (Min.)</u> 4902 A Main Street Dorchester, New Brunswick E4K 2Y9 (506) 379-4595 Fax: (506) 379-4629	<u>Grand Valley Institution for Women (Multi)</u> 1575 Homer Watson Blvd. Kitchener, Ontario N2P 2C5 (519) 894-2011 Fax: (519) 894-5434 <u>Nurse station:</u> (519) 895-8254 Fax: (519) 895-8242
<u>William Head Institution</u> 6000 William Head Road Victoria, British Columbia V9C 0B5 (250) 391-7000 Fax: (250) 391-7005 <u>Chief of Health Services:</u> (250) 391-7079 Fax: (250) 391-7060	<u>Joliette Institution (Multi)</u> 400 Marsolais Street Joliette, Québec J6E 8V4 (450) 752-5257 Fax: (450) 752-1765
<u>Willow Cree Healing Lodge</u> PO Box 520 Duck Lake, Saskatchewan S0K 1J0 (306) 467-1200 Fax: (306) 467-1210	<u>Nova Institution for Women (Multi)</u> 180 James Street Truro, Nova Scotia B2N 6R8 (902) 897-1750 Fax: (902) 897-1788

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<u>Okimaw Ohci Healing Lodge</u> PO Box 1929 Maple Creek, Saskatchewan S0N 1N0 (306) 662-4700 Fax: (306) 662-3555	<u>Dorchester Penitentiary (Med)</u> 4902 Main Street Dorchester, New Brunswick E4K 2Y9 (506) 379-2471 Fax: (506) 379-4200
<u>Edmonton Institution (Max.)</u> 21611 Meridian Street PO Box 2290 Edmonton, Alberta T5J 3H7 (780) 472-6052 Fax: (780) 495-7826	

ANNEX C

Standing Offer Reporting

Instructions for submission of standing offer usage data. The Contractor must e-mail the information identified below in the form of an electronic spreadsheet in the format below, to the following address:

monique.gosselin@pwgsc.gc.ca

The report must include as a minimum the following:

- The standing offer number for which the data is submitted;
- The period for which the data has been accumulated (start date to end date);
- The start date and end date for the standing offer;
- Item description and quantity being ordered
- Unit of issue
- Value of individual call-ups; and
- The total spend per reporting period and to date, by government department.

Standing Offer (Insert Standing Offer #)		Start Date of SO (DD/MM/YYYY)	End Date of SO (DD/MM/YYYY)
Total Value to Date (\$)	Total Value for Reporting Period (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period (DD/MM/YYYY)

Item Description	Quantity	Unit of Measure (each, litre, etc..)	Value of Order (not including GST/HST or Delivery)

NOTE: A MICROSOFT EXCEL FORMAT FILE FOR THE PURPOSE OF REPORTING IS AVAILABLE ELECTRONICALLY UPON E-MAIL REQUEST TO THE CONTRACTING AUTHORITY.