

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions Travaux
publics et Services gouvernementaux Canada
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1
Bid Fax: (204) 983-0338

Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

The referenced document is hereby revised; unless
otherwise indicated, all other terms and conditions of
the Offer remain the same.

Ce document est par la présente révisé; sauf
indication contraire, les modalités de l'offre demeurent
les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada -
Western Region
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1

Title - Sujet RMSO - KEYS, LOCKSETS, & ACCESSORIES		
Solicitation No. - N° de l'invitation ET959-130307/A		Date 2012-07-20
Client Reference No. - N° de référence du client ET959-130307		Amendment No. - N° modif. 001
File No. - N° de dossier WPG-2-35031 (307)	CCC No./N° CCC - FMS No./N° VME	
GETS Reference No. - N° de référence de SEAG PW-\$WPG-307-8110		
Date of Original Request for Standing Offer		2012-07-04
Date de la demande de l'offre à commandes originale		
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-08-14		Time Zone Fuseau horaire Central Daylight Saving Time CDT
Address Enquiries to: - Adresser toutes questions à: Orton, Deb		Buyer Id - Id de l'acheteur wpg307
Telephone No. - N° de téléphone (204) 983-5007 ()		FAX No. - N° de FAX (204) 983-7796
Delivery Required - Livraison exigée		
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:		
Security - Sécurité This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.		

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required	Yes - Oui	No - Non
Accusé de réception requis	<input type="checkbox"/>	<input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
For the Minister - Pour le Ministre		

REISSUE OF REQUEST FOR STANDING OFFERS

This request for standing offer (RFSO) cancels and supersedes previous RFSO number ET959-130307/A dated 2012-07-05 with a closing of 2012-08-14 at 2:00 p.m. CDST.

If your bid has already been forwarded and you wish to revise the same, this revision should be mailed in a sealed envelope and reach the Bid Receiving Unit identified on Page 1 before the closing date. The bid number and closing date are to be shown on the sealed envelope.

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REQUEST FOR STANDING OFFER FOR KEYS, LOCK SETS AND ACCESSORIES

PART 1 GENERAL INFORMATION

1. INTRODUCTION

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

- (i) *Part 1, General Information*; provides a general description of the requirement;
- (ii) *Part 2, Offeror Instructions*; 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;
- (iii) *Part 3, Offer Preparation Instructions*; provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- (iv) *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, the security requirement, and the basis of selection;
- (v) *Part 5, Certifications*, includes the certifications to be provided;
- (vi) *Part 6*:
 - 6A, Standing Offer*; includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 6B, Resulting Contract Clauses*; includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer; and

The Annexes include the Requirement, the Basis of Payment and any other annexes.

2. SUMMARY

Public Works and Government Services Canada has a requirement to supply miscellaneous keys, lock sets, accessories, and components to various Federal Government Departments and Agencies in the Western Region (Manitoba, Saskatchewan & Alberta), on an as required requested basis over the period of the Standing Offer, in accordance with the terms and conditions detailed in the solicitation.

It is anticipated that as many as six (6) standing offers may be created from this request, one in each of the following cities (each city will be evaluated separately):

Calgary, Alberta
Regina, Saskatchewan
Brandon, Manitoba

Edmonton, Alberta
Saskatoon, Saskatchewan
Winnipeg, Manitoba

PERIOD OF STANDING OFFER is from (approx) 15 August 2012 to 31 July 2013 with two (2) additional one (1) year option periods until 31 July 2015.

3. SECURITY REQUIREMENT

There is no security requirement associated with the requirement.

4. 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.

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)

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 (2012-03-02) 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

M0019T	Firm Price and/or Rates	2007-05-25
M1004T	Materiel	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 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 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 Manitoba.

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 (3 hard copies) |
| Section II: | Financial Offer (1 hard copy) |
| Section III: | Certifications (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 are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) 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, duo-tangs or binders.

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.

Section II: Financial Offer

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

1.1 SACC Manual Clauses

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 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

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1.1.1 MANDATORY CRITERIA AT BID CLOSING

Failure to meet any of the following mandatory criteria at bid closing will render your submission non-responsive and it will be given no further consideration.

- a) Acceptance of PWGSC General Conditions and Resulting Contract Clauses contained in this solicitation.
- b) Provision of pricing as requested in Annexes "B", Basis of Payment and "B-1" Financial Evaluation.
- c) Offeror must provide a copy of Manufacturer's Suggested Retail Price Lists as price support. (paper copy or electronic format)
- d) Compliance with certification requirements as per Part 5, Certifications Precedent to issuance of a Standing Offer: Code of Conduct Certifications - Consent to a Criminal Record Verification

1.1.2. MANDATORY CRITERIA PRIOR TO CONTRACT AWARD

These criteria must be met prior to the issuance of a standing offer. Failure to meet any of the following mandatory criteria will render your submission non-responsive and it will be given no further consideration. For your submission to be considered responsive, you must meet these conditions within five (5) calendar days of a request by the Contracting Authority.

- a) Compliance with certification requirements as per Part 5, Certifications Precedent to issuance of a Standing Offer: Federal Contractors Program for Employment Equity - Certification
- b) Compliance with the stated delivery requirements. Delivery time from date of Call-up offered, refer to Annex B - Basis of Payment
- e) Compliance with the stated Sales Outlet Location requirements, See Annex A - Requirement.

1.2 Financial Evaluation

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 and excise taxes INCLUDED and GST or HST excluded.

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.

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.

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

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the **lowest aggregate evaluated price**, for **each respective city** will be recommended for issuance of a standing offer.

It is anticipated that as many as six (6) standing offers may be created from this request, one in each of the following cities:

Calgary, Alberta
Regina, Saskatchewan
Brandon, Manitoba

Edmonton, Alberta
Saskatoon, Saskatchewan
Winnipeg, Manitoba

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 - CONSENT TO A CRIMINAL RECORD VERIFICATION

1.1 Offerors must submit as part of their offer, by Request for Standing Offers closing date:

- (a) a complete list of names of all individuals who are currently directors of the Offeror;
- (b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSGC 229), for each individual named in the list.

2. CERTIFICATIONS PRECEDENT TO ISSUANCE OF A STANDING OFFER

The certifications 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 requirements within that time period will render the offer non-responsive.

2.1 Federal Contractors Program for Employment Equity - Certification - \$200,000 or more

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 noncompliance 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.

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.

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.

2.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

Is the Offeror a FPS in receipt of a pension as defined above?

YES (☐)

NO (☐)

If so, the Offeror must provide the following information:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

YES () NO ()

If so, the Offeror must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

PART 6

STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. OFFER

The Offeror offers to fulfil the requirement in accordance with the Requirement at Annex "A".

2. SECURITY REQUIREMENT

There is no security requirement associated with the requirement.

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.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

3.1 General Conditions

2005 (2012-03-02) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3.2 Standing Offers Reporting

Periodic Usage Reports - Standing Offer

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 Appendix "1". 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:	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.

4. TERM OF STANDING OFFER

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is **from approximately 15 August 2012 to 31 July 2013**.

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 an **additional two consecutive, one year periods, ending 31 July 2015**, 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.

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

5. AUTHORITIES

5.1 Standing Offer Authority

Deborah Orton, Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
100-167 Lombard Avenue
Winnipeg, MB R3C 2Z1

Telephone: (204) 983-5007 Facsimile: (204) 983-7796
E-mail address: deb.orton@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.

5.2 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.

5.3 Offeror's Representative

REFER TO ANNEX "B-1"

6. IDENTIFIED USERS

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R. S., 1985, c. F-11.

7. 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 version.

8. LIMITATION OF CALL-UPS

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

9. FINANCIAL LIMITATION

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$ __TBD__ (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 four (4) 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.

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 (2012-03-02), General Conditions - Standing Offers - Goods or Services
- d) Annex "A", Requirement;
- e) Annex "B", Basis of Payment
- f) the Offeror's offer __TBD__

11. CERTIFICATIONS**11.1 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.

11.2 SACC Manual Clauses

M3000C Price Lists 2006-08-15

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 Manitoba.

13. 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.

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

2010A (2011-05-16) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

3. TERM OF CONTRACT**3.1 Delivery Date**

Delivery must be completed in accordance with the call-up against the Standing Offer.

Urgent requirements: Delivery shall be made within *24 hours* from the receipt of a call-up document.

Non-urgent requirements: Delivery shall be made within 5 calendar days from the receipt of a call-up document.

4. PAYMENT**4.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex "B". Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

4.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ __TBD__. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the contract expiry date, or
- (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

4.3 SACC Manual Clauses

H1001C	Multiple Payments	2008-05-12
A9117C	T1204 - Direct Request by Customer Department	2007-11-30

4.4 Payment by Credit Card

The following credit cards are accepted: ____TBD____ and ____ TBD____.

5. INVOICING INSTRUCTIONS

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.

Invoices must be distributed as follows:

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

6. SACC MANUAL CLAUSES

B7500C	Excess Goods	2006-06-16
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ANNEX "A"**REQUIREMENT****DELIVERABLES**

Offeror will provide all labour, material, tools, equipment, supervision and transportation necessary to supply new Keys, Lock Sets and related accessories to various Federal Government Departments and Agencies .

The Supplier must be able to provide **all of the following items** on an "as requested" basis, F.O.B. destination, to the various Federal Government Departments and Agencies in the Western Region, as indicated in the Call-up document, including shipping and related transportation fees.

NOTE: Offerors submitting quotes for the Brandon Standing Offer must have an outlet physically located in the Brandon, MB area for purposes of urgent pickups.

ITEM	DESCRIPTION
1	Miscellaneous Key Blanks - ILCO Brand Mfrs. suggested price list, price group 1 - 51 Mfrs. suggested price list, price group LA - LH (Look-a-Like)
2	Schlage Pins Assorted
3	Weiser Pins Assorted
4	Parts for Ingersol - Rand locks, which includes Schlage, LCN and Von Duprin SC-20-013C-626; SC-33-006-626; SC-14-01-626
5	Lock sets, passage sets, door closures and exit devices by Ingersol - Rand, which includes Schlage, LCN, and Von Duprin A10S-TUL-626; AS3PD-TUL-626; D73PD-TUL-626
6	Parts for Weiser Locks
7	Complete Lock sets, passage sets, door enclosures exit devices by Weiser A501DLB-9/26D; A101DLB-9/26D
8	Miscellaneous locksmith supplies and tools HPC KEKAB 160; HPC HGG; ILCO 1/MC; ILCO X23MC
9	Key Holders, Lucky line,
10	Lock changing kit (Donjo)
11	Abloy Locks #230 / SEAC-S283

Further details on the requirement are listed in Annexes "B" and "B-1" - Basis of Payment.

Completion of Annexes "B" and "B-1" is mandatory to be considered for this RMSO.

Annex "B-1" is available as a PDF electronic attachment on the Government Electronic Tendering System (GETS). **If you would like an MS Excel version of Annex "B-1" please contact the PWGSC Contracting Authority listed below:**

Deb Orton, Supply Officer
Telephone: 204-983-5007 Facsimile: 204-983-7796
E-mail address: deb.orton@pwgsc-tpsgc.gc.ca

ANNEX "B"**BASIS OF PAYMENT****Offerors must complete the Basis of Payment in accordance with the following:**

1. The Offeror is required to provide the discount offered, that will apply for the 1st year of the Standing Offer as well as for each option year, if and when exercised.
2. Prices as listed in your regular, seasonal catalogues and/or current published price list, for items in the category of **KEYS, LOCK SETS AND ACCESSORIES**, less a discount of (See applicable % discounts below). Published catalogues and price lists are subject to change a maximum of twice per year. Notification of changes must be given to the end user at least one week in advance of the changes taking effect.
3. **PRICES MUST INCLUDE** all costs associated with providing the requirement as detailed herein, including all shipping and offloading charges, FOB destination to various Federal Government Departments and Agencies in Manitoba. GST, if applicable, is extra and to be shown as a separate item on any resulting invoice.
4. Offerors shall provide offers as per the unit of issue requested. It is the responsibility of the offeror to provide conversion to the unit of issue requested. Failure to do so will render the offer non-responsive without further consideration.
5. Discounts quoted must remain firm for the entire period of the Standing Offer. Payment will be made in accordance with the pricing identified herein.
6. Should there be an error in the extended pricing of the offeror's offer, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the offeror's offer shall be changed to reflect the quantities stated in this document.

The financial evaluation will be calculated as follows:

1. For each line item listed, the unit price will be multiplied by the estimated quantity = extended price for each period of the Standing Offer.
2. The extended price for each line item will be added together = subtotal for each period of the Standing Offer
3. The three subtotals will be added together to equal the total evaluated price.
(Standing Offer Period Pricing + Option Year Pricing = TOTAL EVALUATED PRICE)

Do you provide additional discounts based on volume (on per call-up or cumulative basis)?
 _____ (Yes or No).

If yes, please provide details: _____

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File No. - N° du dossier

WPG-2-35031

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THE INTENT IS TO AWARD NO MORE THAN ONE STANDING OFFER PER CITY IDENTIFIED HEREIN.

Each of these cities will be evaluated separately, to determine the successful offer.

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to this Standing Offer.

GST is not included and is to be shown as a separate item on any resulting invoice.

The estimated quantities are provided for the sole purpose of establishing an evaluation total only and are not to be construed as a commitment on the part of the Crown.

SPECIAL OFFERS

In addition to the above pricing, special offerings due to year end or surplus manufacturing runs, special job lots, sales, etc. to be made available as they occur if of lessor cost than under the above pricing agreement.

MISCELLANEOUS ITEMS:

Miscellaneous items not listed on Annex "A" and "B" attached, will be charged in accordance with your regular, seasonal and sales catalogues and/or published price lists, less a discount of ____ %.

DELIVERY CALL-UPS:

Although delivery is requested to be made within **five (5) calendar days** from receipt of a call-up document, **the best that can be offered is _____ day(s) for stocked items and _____ day(s) for non-stocked items. (Except in the case of rush requirements)**

Urgent requirements: Delivery shall be made within *24 hours* from the receipt of a call-up document

Non-urgent requirements: Delivery shall be made within 5 calendar days from the receipt of a call-up document.

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LOCATIONS OF SUPPLY AND SERVICE OUTLETS

The Offeror planning on supplying to CFB Shilo, MB must have a Brandon outlet and maintain a local stock of the range of goods indicated in order to facilitate rush requirements and walk-in, pickup service.

SUPPLIERS ARE TO IDENTIFY THE LOCATIONS OF THEIR SUPPLY AND SERVICE OUTLETS IN THE WESTERN REGION AREAS WHERE THEY CAN PROVIDE THE SERVICE AND ACCEPT ORDERS.

(SUPPLIERS' OUTLET(S) MUST HAVE SAME PRICING STRUCTURE AS QUOTED HEREIN).

PLEASE PRINT the location (address and city), contact name, e-mail address and telephone number of the Offeror's permanent staff members cleared to receive call-ups from Identified Users. **(SEE ANNEX "B-1", 2nd tab).**

NOTE: SHOULD YOU BE SUBMITTING BID PRICES FOR MORE THAN ONE CITY, PLEASE COMPLETE A SEPARATE PRICING CHART FOR EACH CITY.

THE FOLLOWING PRICE LIST IS FOR THE CITY OF: _____.

ITEM	TABLE #1 - DESCRIPTION	DISCOUNT OFFERED (from date of award to 31 July 2013)	DISCOUNT OFFERED (from 01 August 2013 to 31 July 2014)	DISCOUNT OFFERED (from 01 August 2014 to 31 July 2015)
1	Miscellaneous Key Blanks - ILCO Brand Mfrs. (or equivalent) suggested price list, price group 1-59	%	%	%
2	Schlage Pins Assorted	%	%	%
3	Weiser Pins Assorted	%	%	%
4	Parts for Ingersol - Rand locks, which includes Schlage, LCM and Von Duprin SC-20-013C-626; SC-33-006-626; SC-14-01-626	%	%	%
5	Lock sets, passage sets, door closures and exit devices by Ingersol - Rand, which includes Schlage, LCN, and Von Duprin A10S-TUL-626; AS3PD-TUL-626; D73PD-TUL-626	%	%	%
6	Parts for Weiser Locks	%	%	%
7	Complete Lock sets, passage sets, door enclosures exit devices by Weiser A501DLB-9/26D; A101DLB-9/26D	%	%	%
8A	Miscellaneous locksmith supplies and tools HPC KEKAB 160; HPC HGG	%	%	%
8B	Miscellaneous locksmith supplies and tools ILCO 1/MC; ILCO X23MC	%	%	%
9	Key Holders, Lucky Line	%	%	%
10	Lock changing kit (Donjo)	%	%	%
11	Abloy Locks #230 / SEAC-S283	%	%	%
12	Miscellaneous Items, Mag	%	%	%
13	Miscellaneous Items, Lori	%	%	%
14	Miscellaneous Items, Donjo	%	%	%
15	Miscellaneous Items, Chicago	%	%	%
16	Miscellaneous Items, Taymor	%	%	%
17	Miscellaneous Items, Corbin/Yale	%	%	%
18	Miscellaneous Items, HPC	%	%	%
19	Miscellaneous Items, ILCO	%	%	%
20	Miscellaneous Items, Medeco	%	%	%
21	Miscellaneous Items, Abloy	%	%	%

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APPENDIX "1"**STANDING OFFER USAGE REPORT****Return to:**

Public Works and Government Services Canada

Acquisitions Branch

Facsimile: (204) 983-7796

Telephone: (204) 983-5007

E-mail: WST-PA-MB@pwgsc-tpsgc.gc.ca

Quarterly Usage Report Schedule:

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.

REPORT ON THE VOLUME OF BUSINESS WITH FEDERAL GOVERNMENT DEPARTMENTS AND AGENCIES

SUPPLIER: _____

STANDING OFFER NO: _____

DEPARTMENT OR AGENCY: _____

REPORTING PERIOD: _____

Item No.	Call-Up/contract No. Description	Value of the Call-Up/Contract	GST/HST

(A) Total Dollar Value Call-ups for this reporting period:	
(B) Accumulated Call-Up totals to date:	
(A+B) Total Accumulated Call-Ups:	

OR**[] NIL REPORT:** We have not done any business with the federal government for this period**PREPARED BY:**

NAME: _____ TELEPHONE NO.: _____

SIGNATURE: _____ DATE: _____