

**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**

<b>Title - Sujet</b> Toiletry Paper Products	
<b>Solicitation No. - N° de l'invitation</b> 21301-147182/A	<b>Date</b> 2013-12-20
<b>Client Reference No. - N° de référence du client</b> 21301-14-7182	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$HS-634-64278
<b>File No. - N° de dossier</b> hs634.21301-147182	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-02-04</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<b>Delivery Required - Livraison exigée</b> .	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Paquin, Benoit	<b>Buyer Id - Id de l'acheteur</b> hs634
<b>Telephone No. - N° de téléphone</b> (819)956-3966 ( )	<b>FAX No. - N° de FAX</b> (819)956-5227
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> SERVICE CORRECTIONNEL DU CANADA DIVERS ÉTABLISSEMENTS, VOIR ANNEXE LIVRAISON Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

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

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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**

Industrial Vehicles & Machinery Products Division  
11 Laurier St./11, rue Laurier  
7B1, Place du Portage, Phase III  
Gatineau  
Québec  
K1A 0S5

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

Solicitation No. - N° de l'invitation

21301-147182/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hs63421301-147182

Buyer ID - Id de l'acheteur

hs634

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

21301-14-7182

CCC No./N° CCC - FMS No/ N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The Request for Standing Offers (RFSO) template is divided into seven parts plus annexes as follow:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

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

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

The Annexes include the Statement of Requirement, the pricing and their appendices.

### **2. Summary**

This requirement is to establish a Regional Individual Standing Offer (RISO) for the supply of Toiletry Paper Products, in accordance with the Annexes A and B.

This requirement will be for an initial period of one (1) year, with an option to extend the offer for two (2) additional period of one (1) year.

The Offeror must supply Toiletry Paper Products to Correctional Service of Canada, Québec area, on an as-and-when requested basis.

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).

This procurement is not subject to the Controlled Goods Program.

**3. Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within fifteen (15) working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

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## 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) (<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 (2013-06-01) 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

### 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.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

### 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 Ontario.

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

#### **5. Improvement of Requirement During Solicitation Period**

Should Offerors consider that the Purchase Description contained in the RFSO could be improved technically or technologically, Offerors are invited to make suggestions, in writing, to the Standing Offer Authority named in the RFSO. Offerors must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Offeror will be given consideration provided they are submitted to the Standing Offer Authority at least **seven (7) calendar days** before the RFSO closing date and time. Canada will have the right to accept or reject any or all suggestions.

#### **6. Environmental Considerations**

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement, for this solicitation:

The successful Offeror will be requested, after issuance of a Standing Offer, to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Standing Offer Authority, the Technical Authority or the Identified User, thereby reducing printed material.

Offeror should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.

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## 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 and Additional Information one (1) hard copy.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### 1. Samples

The Offeror must, upon request from the Standing Offer Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within **fourteen (14)** calendar days from the date of request. The sample submitted by the Offeror will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the Standing Offer or the

Offeror fails to comply with the request of the Standing Offer Authority, the offer will be declared non-responsive.

## **Section II Financial Offer**

Offerors must submit their financial offer in accordance with the Basis of Payment detailed in Part 7B and Annex B - Pricing. The total amount of Applicable Taxes must be shown separately.

### **1. SACC Manual Clauses**

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
C3011T	Exchange Rate Fluctuation	2013-11-06

### **2. 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 and Additional Information**

### **1. Certifications**

Offerors must submit the certifications required under Part 5.

### **2. Additional Information**

Canada requests that Offerors provide the following additional information:

#### **2.1 Delivery**

##### **2.1.1 Routine Delivery**

While Delivery of the items is requested within **seven (7) business days** from receipt of a call-up against the Standing Offer, the best delivery that could be offered, is as follows:

The delivery of the items will be delivered within the number of calendar days specified below from receipt of a call-up against the Standing Offer.

For delivery to Establishment listed at Appendix A1 area 1,

Item 1 - within \_\_\_\_\_ business days

Item 2 - within \_\_\_\_\_ business days

Item 3 - within \_\_\_\_\_ business days

Item 4 - within \_\_\_\_\_ business days

For delivery to Establishment listed at Appendix A1 area 2,

Item 1 - within \_\_\_\_\_ business days

Item 2 - within \_\_\_\_\_ business days

Item 3 - within \_\_\_\_\_ business days

Item 4 - within \_\_\_\_\_ business days

For delivery to Establishment listed at Appendix A1 area 3,

Item 1 - within \_\_\_\_\_ business days

Item 2 - within \_\_\_\_\_ business days

Item 3 - within \_\_\_\_\_ business days

Item 4 - within \_\_\_\_\_ business days

For delivery to Establishment listed at Appendix A1 area 4,

Item 1 - within \_\_\_\_\_ business days

Item 2 - within \_\_\_\_\_ business days

Item 3 - within \_\_\_\_\_ business days

Item 4 - within \_\_\_\_\_ business days

### 2.1.2 Urgent Delivery

While Urgent Delivery of the items is requested within **seventy two (72) hours** from receipt of a call-up against the Standing Offer, the best delivery that could be offered, is as follows:

The urgent delivery of the items will be delivered within the number of hours specified below from receipt of a call-up against the Standing Offer.

For delivery to Establishment listed at Appendix A1 area 1,

Item 1 - within \_\_\_\_\_ hours

Item 2 - within \_\_\_\_\_ hours

Item 3 - within \_\_\_\_\_ hours

Item 4 - within \_\_\_\_\_ hours

For delivery to Establishment listed at Appendix A1 area 2,

Item 1 - within \_\_\_\_\_ hours

Item 2 - within \_\_\_\_\_ hours

Item 3 - within \_\_\_\_\_ hours

Item 4 - within \_\_\_\_\_ hours

For delivery to Establishment listed at Appendix A1 area 3,

Item 1 - within \_\_\_\_\_ hours

Item 2 - within \_\_\_\_\_ hours

Item 3 - within \_\_\_\_\_ hours

Item 4 - within \_\_\_\_\_ hours

For delivery to Establishment listed at Appendix A1 area 4,

Item 1 - within \_\_\_\_\_ hours

Item 2 - within \_\_\_\_\_ hours

Item 3 - within \_\_\_\_\_ hours

Item 4 - within \_\_\_\_\_ hours

## **2.2 Offeror's Representatives**

Canada requests that Offerors provide the following information:

### **General enquiries**

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

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

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

### **Delivery follow-up**

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

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

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

## **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**

#### **1.1.1 Mandatory Technical Evaluation Criteria**

Offerors must meet all Mandatory Technical Evaluation.

##### **1.1.1.1 Mandatory Technical Evaluation Criteria**

The Offeror must provide all technical data of the items offered.

##### **1.1.1.2 Mandatory Technical Evaluation Criteria**

A. The Offeror must demonstrate a minimum of two (2) years experience within the last five (5) years, in the supply of Toiletry Paper Products related to Annex A.

B. The Offeror must demonstrate a sales volume of at least \$750,000 per year.

##### **1.1.1.3 Mandatory Technical Evaluation Criteria**

The Offeror must demonstrate how they will comply with the requirements for the urgent deliveries as per Part 7B, Article 3.2 of the Request for Standing Offer for all items.

### **1.2 Financial Evaluation**

#### **1.2.1 Mandatory Financial Evaluation Criteria**

The prices offered must be in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and, Applicable Taxes extra.

Offerors must submit firm unit prices for all items, all delivery location for the initial period and the extended Periods

#### **1.2.2 Evaluation of Price**

The price evaluation will be in accordance with Annex B - Pricing

### **2. Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive offer with the lowest aggregate evaluated price will be recommended for issuance of a standing offer.

Only one (1) offer will be recommended for issuance of a standing offer.

## PART 5 - CERTIFICATIONS

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

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

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

### **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.

#### **1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [HRSDC-Labour's website](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## **PART 6 - SECURITY AND FINANCIAL REQUIREMENTS**

### **1. Security Requirement**

There is no security requirement associated with this RFSO.

### **2. Financial Capability**

SACC Manual clause M9033T (2011-05-16) Financial Capability

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **1. Offer**

The Offeror offers to fulfill the requirement for the supply of Toiletry Paper Products, in accordance with the Annexes A and B.

The Offeror must supply Toiletry Paper Products to Correctional Service of Canada (CSC) on an as-and-when requested basis.

#### **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)* (<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 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 an electronic format (Microsoft Excel spreadsheet format), in accordance with the reporting requirements detailed below. 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 electronically on a quarterly basis to the Standing Offer Authority. The Offeror must submit a sample of the Standing Offer Report 30 days after the issuance of Standing Offer.

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 reporting requirements includes, but is not limited to, the following information:

- 1a. Standing Offer Number;
- 1b. Standing Offer Title;
- 1c. Identified user

- 1d. Call-up number
- 1e. Invoice date and number
- 1f. Area of Delivery (Ref. Appendix A1)
- 1g. Reporting Period (Quarter and Per Fiscal Year);
- 1h. Total Number of Orders and associated value (Applicable taxes included) for the Reporting Period (Quarter);
- 1i. Total Number of Orders and associated value (Applicable taxes included) (Per Fiscal Year);
- 1j. Total Number of Orders and associated value (Applicable taxes included) (For the duration of the Standing Offer)

- 2a. Item number;
- 2b. Total Number of Item ordered (Per Quarter and Per Fiscal Year);
- 2c. Total Number of Item ordered (Per Area of Delivery);
- 2d. Total Number of Item ordered (Per Identified user);

The data must be submitted to the Standing Offer Authority no later than **fifteen (15) calendar days** after the end of the reporting period. An electronic version of the form in Excel spreadsheet format is available from the Standing Offer Authority upon request.

### **2.3 Standing Offers - Final Usage Report**

On completion or termination of the Standing Offer, the Offeror must produce a detailed final usage report with all cumulative data of the call-ups. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The final report must be completed and forwarded electronically in a Microsoft Excel format to the Standing Offer Authority, no later than **fifteen (15) calendar days** after the end of the completion or the set aside of the Standing Offer

## **3. Term of Standing Offer**

### **3.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from **To be inserted by PWGSC** to **To be inserted by PWGSC**.

### **3.2 Extension of the Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional period of one (1) year, 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 at least **sixty (60) calendar 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:

Benoît Paquin  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Logistics, Electrical, Fuel and Transportation Directorate  
"HS" Division  
Place du Portage, Phase III, 7B1  
11 Laurier Street  
Gatineau, QC K1A 0S5  
Telephone : 819-956-3966  
Facsimile: 819-956-5227  
E-mail address: benoit.paquin@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 Technical Authority

The Technical Authority is:

**To be inserted by PWGSC**

Attention: \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Technical Authority is responsible for all the technical content of the Work under the resulting contracts. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made by the Standing Offer Authority.

##### 4.3 Offeror's Representatives

###### General enquiries

Name: **To be inserted by PWGSC**

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

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

###### Delivery follow-up

Name: **To be inserted by PWGSC**

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

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

## 5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is : Correctional Service of Canada, Québec area.

## 6. 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 an electronic version.

## 7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included). All individual call-ups against the Standing Offer exceeding \$25,000.00 (Applicable Taxes included) will be forwarded to PWGSC for authorization.

## 8. 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;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2013-04-25), General Conditions - Goods (Medium Complexity);
- e) the Annex A – Statement of Requirement, dated 2013-12-20;
- f) the Annex B - Pricing, dated 2013-12-20;
- g) the Offeror's offer dated **(To be inserted by PWGSC)** , as amended **(To be inserted by PWGSC)**.

## 9. Certifications

### 9.1 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, and 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.

## 10. Applicable Laws

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

**11. Meeting after Issuance of Standing Offer**

Within ten (10) calendar days from the effective date of the Standing Offer, the Offeror must contact the Standing Offer Authority to determine if a meeting is required after the issuance of the Standing Offer. A meeting will be convened at Canada's discretion to review the procedures for making call-ups, the technical and contractual requirements. The Offeror must prepare and distribute the minutes of the meeting within five (5) calendar days after the meeting has been held. The meeting will be held at the Offeror's facilities, at a federal government department facility or via teleconference, at Canada's discretion, at no additional cost to Canada, with representatives of the Contractor, Correctional Service of Canada, Public Works and Government Services Canada and other federal government departments as required.

**12. Progress Meetings**

Progress meetings will take place on an as-and-when required basis.

The Offeror must prepare and distribute the agenda and minutes of the meeting. The meeting will be held at the Offeror's facilities, at a federal government department facility or via teleconference, at Canada's discretion, at no additional cost to Canada, with representatives of the Offeror, Correctional Service of Canada, Public Works and Government Services Canada and other federal government departments as required.

## **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 Technical Changes, Substitutes and Alternatives**

Any technical changes, equivalent products and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. Any equivalent products and alternatives must be equivalent in form, fit, function and performance. Equivalent products and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.

Should the Technical Authority not accept the equivalent product or the alternative and the Contractor is unable to meet the technical requirement, Canada may terminate the contract for default in accordance with the general conditions stated in the contract.

### **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.

At section 08, Inspection and Acceptance of the Work

Delete paragraph 1 in its entirety and replace with the following:

1. All the Work is subject to inspection and acceptance by Canada at destination by the consignee. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

### **3. Term of the Contract**

#### **3.1 Routine Delivery**

The Contractor must make the delivery as follows:

For delivery to Establishment listed at Appendix A1 area 1,  
Item 1 - within to be inserted by PWGSC business days  
Item 2 - within to be inserted by PWGSC business days  
Item 3 - within to be inserted by PWGSC business days  
Item 4 - within to be inserted by PWGSC business days

For delivery to Establishment listed at Appendix A1 area 2,  
Item 1 - within **to be inserted by PWGSC** business days  
Item 2 - within **to be inserted by PWGSC** business days  
Item 3 - within **to be inserted by PWGSC** business days  
Item 4 - within **to be inserted by PWGSC** business days

For delivery to Establishment listed at Appendix A1 area 3,  
Item 1 - within **to be inserted by PWGSC** business days  
Item 2 - within **to be inserted by PWGSC** business days  
Item 3 - within **to be inserted by PWGSC** business days  
Item 4 - within **to be inserted by PWGSC** business days

For delivery to Establishment listed at Appendix A1 area 4,  
Item 1 - within **to be inserted by PWGSC** business days  
Item 2 - within **to be inserted by PWGSC** business days  
Item 3 - within **to be inserted by PWGSC** business days  
Item 4 - within **to be inserted by PWGSC** business days

### **3.2 Urgent Delivery**

The Contractor must make the delivery as follows:

For delivery to Establishment listed at Appendix A1 area 1,  
Item 1 - within **to be inserted by PWGSC** hours  
Item 2 - within **to be inserted by PWGSC** hours  
Item 3 - within **to be inserted by PWGSC** hours  
Item 4 - within **to be inserted by PWGSC** hours

For delivery to Establishment listed at Appendix A1 area 2,  
Item 1 - within **to be inserted by PWGSC** hours  
Item 2 - within **to be inserted by PWGSC** hours  
Item 3 - within **to be inserted by PWGSC** hours  
Item 4 - within **to be inserted by PWGSC** hours

For delivery to Establishment listed at Appendix A1 area 3,  
Item 1 - within **to be inserted by PWGSC** hours  
Item 2 - within **to be inserted by PWGSC** hours  
Item 3 - within **to be inserted by PWGSC** hours  
Item 4 - within **to be inserted by PWGSC** hours

For delivery to Establishment listed at Appendix A1 area 4,  
Item 1 - within **to be inserted by PWGSC** hours  
Item 2 - within **to be inserted by PWGSC** hours  
Item 3 - within **to be inserted by PWGSC** hours  
Item 4 - within **to be inserted by PWGSC** hours

#### 4. Payment

##### 4.1 Basis of Payment for the Initial Period

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 - Pricing, for all items, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian customs duties and excise taxes where applicable and, Applicable Taxes extra.

##### 4.2 Payment of Invoices by Credit Card

The credit card (To be inserted by PWGSC) is accepted.

OR

The credit cards (To be inserted by PWGSC) and (To be inserted by PWGSC) are accepted.

##### 4.5 SACC Manual Clauses

SACC Reference	Title	Date
C2000C	Taxes - Foreign-based Contractor	2007-11-30
C2611C	Customs Duties - Contractor Importer	2007-11-30
C6000C	Limitation of Price	2011-05-16
H1001C	Multiple Payments	2008-05-12

#### 5. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified on the invoice is completed.
2. The contractor is requested to provide invoices in electronic format to the Procurement Authority unless otherwise specified by the Standing Offer Authority or Procurement Authority, thereby reducing printed material.
3. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the consignee for acceptance and payment.
  - (b) One (1) copy must be forwarded or e-mail to the identified user in the Call-up against de Standing Offer.

#### 6. SACC Manual Clauses

SACC Reference	Title	Date
A1009C	Work Site Access	2008-05-12
B7500C	Excess Goods	2006-06-16
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2013-11-06

G1005C

Insurance

2008-05-12

## **7. Shipping Instructions**

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid at destination. Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.

2. The Contractor must deliver the goods to Correctional Service of Canada by appointment only. The consignee may refuse shipments when prior arrangements have not been made. The delivery addresses are listed at the appendix A1 and will be identified in the call-up against the standing offer.

## **8. Environmental Considerations**

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement:

1. The Contractor is requested provide all correspondence including (but not limited to) documents and reports in electronic format unless otherwise specified by the Standing Offer Authority, the Technical Authority or the Identified User thereby reducing printed material.

2. The Contractor should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

3. Product components used in performing the services should be recyclable and/or reusable, whenever possible.

**Annex A – Statement of Requirement  
Dated 2013-12-20**

The Statement of Requirement covers the requirements for the supply of Toiletry Paper Products for Correctional Service of Canada (CSC) in the province of Quebec.

**1. CSC specific requirements**

- a. A security check of the driver may be required.
- b. Note that there may be a waiting period before entering and leaving the penitentiary.
- c. The vehicle may be searched when entering and leaving the penitentiary.

**2. Item Description**

Item 1

Bathroom Tissue

1000 Sheets/ roll,

48 rolls/case,

1 ply, recycled product

NO INDIVIDUAL WRAP

**Item 2**

Bathroom Tissue

500 Sheets/roll

48 rolls/case

2 ply, recycled product

NO INDIVIDUAL WRAP,

**Item 3**

Paper hands towel roll, kraft paper,

Roll of 8" x approximately 205' (+/- 10%),

24 rolls/cs,

100% recycled product

**Item 4**

Paper towel folded Multifold Paper towels, kraft paper

250 towels/package,

16 packages/case,

100% recycled

Appendix A1- Delivery

List of establishments in the area 1

<b>Delivery addresses</b>	<b>Delivery times &amp; special instructions</b>
Staff college 5500 boulevard Lévesque Laval (Québec) H7C 1N7	From Monday to Friday between 8h30 and 11h00 and between 13h00 et 15h00.
<b>Regional Service Centre</b> 250 Montée St-François Laval (Québec) H7C 1S5	From Monday to Friday between 8h00 and 11h00 and between 13h00 and 15h30.
<b>Montée St-François Institution</b> 600, Montée St-François Laval (Québec) H7C 1S5	From Monday to Friday between 8h00 and 11h00 and between 13h00 and 15h00.
<b>Federal Training Centre</b> 205, Montée St-François Laval (Québec) H7C 1P1	From Monday to Friday between 8h30 and 11h00 and between 13h00 et 15h00. N.B. Maximum height of delivery vehicles at the Federal Training Centre is 11'4".
<b>Ste-Anne-des-Plaines Institution</b> 244, Montée Gagnon Ste-Anne-des-Plaines (Québec) J0N 1H0	From Monday to Friday between 8h30 and 11h00 and between 13h00 et 15h00.
<b>Archambault Institution</b> 242, Montée Gagnon Ste-Anne-des-Plaines (Québec) J0N 1H0	From Monday to Friday between 8h30 and 11h00 and between 13h00 et 15h00.
<b>Regional Reception Centre</b> 244, Montée Gagnon Ste-Anne-des-Plaines (Québec) J0N 1H0	From Monday to Friday between 8h30 and 11h00 and between 13h00 et 15h00.
<b>Joliette Institution</b> 400, Marsolais Joliette (Québec) J6E 8V4	From Monday to Friday between 8h30 and 11h00 and between 13h00 et 15h00.
<b>Cowansville Institution</b> 400, Fordyce Cowansville (Québec) J2K 3N7	From Monday to Friday between 8h30 and 11h00 and between 13h00 et 14h30.
<b>Drummond Institution</b> 2025, Jean-de-Brébeuf Drummondville (Québec) J2B 7Z6	From Monday to Friday between 8h30 and 11h00 and between 13h00 et 15h00.
<b>CCC Laferrière</b> 202, rue St-Georges St-Jérôme (Québec) J7Z 4Z9	From Monday to Friday between 9h00 and 16h00.

List of establishments in the area 2

<b>Delivery addresses</b>	<b>Delivery times &amp; special instructions</b>
<b>Donnacona Institution</b> 1537, road 138 Donnacona (Québec) G3M 1C9	From Monday to Friday between 8h30 and 11h00.
<b>CCC Marcel-Caron</b> 825, Kirouac Québec (Québec) G1N 2J7	From Monday to Friday between 9h00 and 16h00.

List of establishments in the area 3

<b>Delivery addresses</b>	<b>Delivery times &amp; special instructions</b>
<b>La Macaza Institution</b> 321, Chemin de l'Aéroport La Macaza (Québec) J0T 1R0	From Monday to Friday between 8h30 and 11h00 and between 13h00 et 15h00.

List of establishments in the area 4

<b>Delivery addresses</b>	<b>Delivery times &amp; special instructions</b>
<b>Port-Cartier</b> 1, chemin de l'Aéroport Port-Cartier (Québec) G5B 2W2	From Monday to Friday between 8h00 and 11h30 and between 13h00 and 15h30.

**Annex B – Pricing**  
And  
**Appendix B1 – Aggregate Price Evaluation**

See Attachments section of the Tender Notice.

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