

Solicitation No. - N° de l'invitation

E6TOR-13RM04/A

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-3-40110

Buyer ID - Id de l'acheteur

kin610

CCC No./N° CCC - FMS No/ N° VME

E6TOR-13-RM04

SEE ATTACHED

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VARIOUS TYPES OF METAL

PART 1 - GENERAL INFORMATION

1. Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: 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 the Requirement and the Basis of Payment.

2. Summary

- 2.1 To establish two Regional Master Standing Offers. One Standing Offer for the provision of sheet steel, and another Standing Offer for angle, tubing and flat bar steel, both on an "as and when" requested basis.
- 2.2 The Standing Offer is for use by the Identified Users indicated in Annex B: Basis of Payment;
- 2.3 Period of Standing Offer is from the date of issue to October 22, 2019.
- 2.4 The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the World Trade Organization Agreement on Government Procurement (WTO-AGP) and the Agreement on Internal Trade (AIT).
- 2.5 Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006 and 2007.
- 2.6 There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 - Certifications, Part 7A -Standing Offer, and Part 7B - Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity - Certification

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 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.

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 (2014-06-26) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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.

In addition to the hard copy, PWGSC is requesting that offerors send in an electronic copy of Excel file(s), by courier or by e-mail, by the date, time and place indicated on page 1 of the Request for Standing Offers to the following address: Kingston.procurement@pwgsc.gc.ca

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 Ontario.

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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 (1 hard copy)

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) (<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.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

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. Financial Evaluation

1.1.1 Mandatory Financial Criteria

- (a) Offerors must provide firm unit prices in Canadian Funds, FOB Destination;
- (b) Offerors must provide pricing for ALL line items of the Pricing Basis for which they are submitting an offer;

1.1.2 Financial Evaluation

Pricing Bases A and B will be evaluated separately.

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

The line item prices will be multiplied by the estimated usage to arrive at the extended price.

The extended prices will be added together to arrive at the evaluated price.

2. Basis of Selection

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 will be recommended for issuance of a standing offer.

Canada intends to issue up to two Standing Offers for this requirement, one for each pricing basis under Annex "B".

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. Certifications Required Precedent to Issuance of a Standing Offer

1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions 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) available from [HRSDC-Labour's website](#).

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

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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".

2. Security Requirement

There is no security requirement applicable to this Standing Offer.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2005 (2014-06-26) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3.2 Standing Offers Reporting

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

The 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.

4. Term of Standing Offer

4.1 Period of Standing Offer

The period for making call-ups against the Standing Offer is from the date of Standing Offer award to October 31, 2019.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Vincent Correia Reid
Title: Intern Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Acquisitions Kingston
Address: 86 Clarence Street, 2nd floor
Kingston, Ontario K7L 1X3
Telephone: 613-545-8738
Facsimile: 613-545-8068
E-mail address: vincent.correia-reid@pwgsc.gc.ca

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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 (Please fill in the following information)

Name: _____
Telephone: _____
Email Address: _____

6. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are identified in the Requirement, Annex "A".

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 an electronic version.

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$150,000.00 (Applicable Taxes 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 (2014-06-26), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2014-06-26) General Conditions – Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated _____ (insert date of offer).

10. Certifications

10.1 Compliance

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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 _____ (Please indicate province).

B. RESULTING CONTRACT CLAUSES

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

1. Requirement

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

2. Standard Clauses and Conditions

2.1 General Conditions

2010A (2014-06-26), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A (2014-06-26), 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 completed in accordance with the call-up against the Standing Offer.

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 firm unit price(s) as specified in Annex "B". Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

4.2 Price Adjustment - Metals

C0604C (2010-01-11) Price Adjustment - Metals

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4.3 Limitation of Price

SACC *Manual* clause C6000C (2011-05-16) Limitation of Price

4.4 Single Payment

SACC *Manual* clause H1000C (2008-05-12) – Single Payment

4.5 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

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.

6. Insurance

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

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ANNEX "A"

REQUIREMENT

1.1 Product Specification:

The product must meet specifications as indicated in the call up document and attached pricing basis. Products must be free of scale and rust.

The sheet steel must be:

Hot or cold rolled in sizes and gauges specified Annex "B";
Cut from coils that are "tension leveled" and each individual sheet must be "tension leveled";
ASTM-A-1008;
Oiled without carbon content in the oil;
Within the tolerance limitations imposed by 1.2, "Cold and Hot Rolled Steel Sheet Tolerances"

1.2 COLD AND HOT ROLLED STEEL SHEET TOLERANCES

GAUGE	MANUFACTURERS' STANDARD INCHES	HOT ROLLED	COLD ROLLED
3	.2391	± .009	No Cold Rolled
4	.2242	± .009	No Cold Rolled
5	.2092	± .009	No Cold Rolled
6	.1943	± .009	No Cold Rolled
7	.1793	± .008	No Cold Rolled
8	.1644	± .008	No Cold Rolled
9	.1495	± .008	No Cold Rolled
10	.1345	± .008	± .006
11	.1196	± .008	± .006
12	.1046	± .008	± .006
13	.0897	± .007	± .005
14	.0747	± .007	± .005
15	.0673	± .007	± .005
16	.0598	± .006	± .005
17	.0538	No Hot Rolled	± .004
18	.0478	No Hot Rolled	± .004
19	.0418	No Hot Rolled	± .004
20	.0359	No Hot Rolled	± .003
21	.0329	No Hot Rolled	± .003
22	.0299	No Hot Rolled	± .003
23	.0269	No Hot Rolled	± .003
24	.0239	No Hot Rolled	± .003
25	.0209	No Hot Rolled	± .003
26	.0179	No Hot Rolled	± .002
27	.0164	No Hot Rolled	± .002
28	.0149	No Hot Rolled	± .002
29	.0135	No Hot Rolled	± .002
30	.0120	No Hot Rolled	± .002

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1.3 Delivery

1.3.1 The Identified User requires a minimum of twenty-four (24) hours notification prior to delivery, to ensure there is no delay during the offloading.

1.3.2 Product must be delivered on skids or bundled, as specified, F.O.B. Destination. All skids/bundles must be rigged for side unloading. Bundles will be individually tarped or otherwise suitably covered to reduce effects of weather and/or other potentially damaging agents.

- 1.3.3** Under no circumstances will individual skid load weight exceed:
- 2948.3 kgs (6,500 lbs) for deliveries to Joyceville Institution;
 - 1360.8 kgs (3,000 lbs) for deliveries to Warkworth Institution;
 - 1360.8 kgs (3,000 lbs) for deliveries to Collins Bay Institution;
 - 3000 kgs (6,613 lbs) for deliveries to Parks Canada Agency Peterborough
 - 2000 kgs (4,409 lbs) for deliveries to Parks Canada Agency Trenton
 - 3600 kgs (7,936 lbs) for deliveries to Canadian Forces Base Petawawa
 - 4535.9 kgs (10,000 lbs) for deliveries to Canadian Forces Base Borden

1.3.4 Identification of Product

Skids/Bundles must be individually identified (i.e. "labeled"). Such "labeling" must include the following information:

- identification number,
- Description
- weight (pounds / kilograms),
- Call-Up Number / Requisition Number,
- number of pieces, and
- Date.

1.3.5 Delivery Points and Invoicing Addresses

Correctional Service of Canada - CORCAN Joyceville Institution Highway 15 Kingston, Ontario K7L 4X9	Correctional Service of Canada - CORCAN Warkworth Institution Percy Boom Rd 15847 County Rd 29 Warkworth, On K0I 1L0
CORCAN Manufacturing Collins Bay Institution 1455 Bath Road Kingston, ON K7L 4V9	Parks Canada Agency 155 Highway 33, Trenton ON. Invoicing to: 12 Trent Drive, PO Box 850, Campbellford ON, K0L 1L0
Parks Canada Agency 2155 Ashburnham Drive, Peterborough, ON K9L 1P8. Invoicing to: Box 567, 2155 Ashburnham Drive, Peterborough, ON K9J 6Z6	Department of National Defence – CFB Petawawa ESS Tool Crib 4th Canadian Division Support Group Engineer Services, Bldg S-111 PO Box 9999, Stn Main Petawawa, ON K8H 2X3
Department of National Defence – CFB Borden 16 Ramillies Rd. West Side of Building, Door # 2 CFB Borden, Borden Ontario,	

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LOM 1C0 Invoicing to: Real Properties Operations Detachment Borden (RPO Det. Borden) P.O. Box 1000, Station Main, CFB Borden, Borden Ontario, LOM 1C0	
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1.3.6 For CORCAN call-ups, the Contractor must deliver steel in a transport truck that will fit through the Institutional Sally Ports. The dimensions of the Gates are as follows:

Joyceville Institution - Gate is 15 ft 5" H x 16 ft 8" ft W;
Warkworth Institution - Gate is 14 ft 4" H x 12 ft W;
Collins Bay Institution - Gate is 14 ft H x 13 ft 6" W.

1.3.7 CPIC Verification

Prior to admittance to the Institution, the Contractor's personnel must submit to a local verification of identity / information in the form of a criminal record check through an authorized Canadian Police Information Centre (CPIC) agency.

Correctional Service Canada reserves the right to deny access to Contractor personnel, at any time.

1.4 Inspection and Acceptance/Rejection of Goods

It will be understood and accepted by all parties that Inspection and Acceptance of goods lies solely with the Identified User.

The Identified User may accept up to 5% overage in order to ensure receipt of requested order (sheet count). In addition, it will be understood and accepted that Inspection and Acceptance shall be in two phases:

Phase #1: Provisional Acceptance

"Provisional acceptance" on the part of the Identified User means only that the goods were delivered in good order in so far as the skidding and delivery requirements as detailed herein had been met. In addition, the steel pieces appear to conform to the requirement at least with respect to appearance (only).

Phase #2: Final Acceptance

Final acceptance of the goods is contingent upon such goods meeting the requirements in Annex "B".

Rejection of Goods

If the Identified User determines that the goods do not meet the specification, the goods will be declared "Substandard - Not Acceptable" and a Non Conformance Report (NCR) will be filled out. The offeror will be notified, in writing, of the decision to "reject", and the "Substandard - Not Acceptable" goods must be retrieved by the Contractor for full credit. Such "return of rejected goods" will be at the Contractor's own expense.

It is understood that all items must meet the product specification. If any item(s) do not meet the product specification, all item(s) in the same delivery may be subject to rejection.