

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Réception des soumissions - TPSGC / Bid
Receiving - PWGSC**

1550, Avenue d'Estimauville
1550, D'Estimauville Avenue

Québec
Québec
G1J 0C7

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

TPSGC/PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

Title - Sujet Magnetic-Ink Printing Service	
Solicitation No. - N° de l'invitation EN929-151756/A	Date 2015-05-19
Client Reference No. - N° de référence du client EN929-151756	GETS Ref. No. - N° de réf. de SEAG PW-\$QCN-006-16432
File No. - N° de dossier QCN-4-37302 (006)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-06-04	Time Zone Fuseau horaire Heure Avancée de l'Est HAE
Delivery Required - Livraison exigée VOIR DOC	
Address Enquiries to: - Adresser toutes questions à: Lamarre, Jacynthe	Buyer Id - Id de l'acheteur qcn006
Telephone No. - N° de téléphone (418)649-2776 ()	FAX No. - N° de FAX (418)648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: TPSGC/PWGSC 150 BOULEVARD DION MATANE Québec G4W 3L7 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation

EN929-151756/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

qcn006

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

EN929-151756

File No. - N° du dossier

QCN-4-37302

CCC No./N° CCC - FMS No/ N° VME

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PART 1 - GENERAL INFORMATION

1.1 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; and |
| 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 Statement of Work. The Basis of Payment; and the Periodic Usage Reports – Standing Offer.

1.2 Summary

- i. To supply when needed, Magnetic Ink Printing Services for Public Works and Government Services Canada – Cheque Redemption Control Directorate (CRCD), Matane, Québec.
- ii. One (1) Standing Offer will be issued for an estimated amount of \$105,000 (applicable taxes excluded) from the date of the Standing Offer to June 30, 2018.
- iii. As per the Integrity Provisions under section 01 of Standard Instructions [2006](#), offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the Supply Manual for additional information on the Integrity Provisions.
- iv. The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).
- v. The requirement is limited to Canadian goods and/or services.

1.3 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

2.1 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 (2014-09-25), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.2 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.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) 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 question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.4 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 Quebec.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

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

Section I: Financial Offer - Annex B

1 hard copy (*mandatory*) sent by fax or mail to 1550, d'Estimauville avenue, Quebec (Quebec) G1J 0C7

and

1 soft copy sent to the following E-mail address :

QueReceptionSoumissionsQc.QueSupplyTendersReceptionQc@tpsgc-pwgsc.gc.ca

Section II: Certifications

1 hard copy sent by fax or mail to 1550, d'Estimauville avenue, Quebec (Quebec) G1J 0C7

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) (<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: Financial Offer

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

3.1.1 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.

3.1.2 Escalation for Paper

1. The resulting standing offer will contain provision for price adjustment (increase or decrease) of the portion of the price directly related to the base transaction cost of paper. Price adjustment will apply only to increase or decrease of the base transaction cost of paper that may occur at any time during the resulting standing offer period but not before thirty (30) days after the issuance of the standing offer.

2. Offerors must provide their base transaction cost(s) and the quantity of the paper on which the base transaction cost is established in their offer as follows:

- a. text stock (if applicable): _____ lb. at a base transaction cost per Cwt. of \$ _____, and which represent _____ percent of the unit price(s).

Brand name and paper supplier: _____.

- b. text stock (if applicable): _____ lb. at a base transaction cost per Cwt. of \$ _____, and which represent _____ percent of the unit price(s).

Brand name and paper supplier: _____.

- c. text stock (if applicable): _____ lb. at a base transaction cost per Cwt. of \$ _____, and which represent _____ percent of the unit price(s).

Brand name and paper supplier: _____.

- d.** text stock (if applicable): _____ lb. at a base transaction cost per Cwt. of \$ _____ , and which represent _____ percent of the unit price(s).

Brand name and paper supplier: _____.

- e.** text stock (if applicable): _____ lb. at a base transaction cost per Cwt. of \$ _____ , and which represent _____ percent of the unit price(s).

Brand name and paper supplier: _____.

3. Upon request from the Standing Offer Authority, offerors must provide supporting documentation to confirm the base transaction cost. Such documentation may consist of a copy of the quotation from the paper supplier(s).

Section II: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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.
- c) The evaluation team will determine first if there are two or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

4.1.1 Financial Evaluation

4.1.1.1 Financial Criteria

Offeror must submit his financial offer in accordance with the Annex B – Basis of Payment, of this Request for a Standing Offer.

The Total of each item will be calculated as follow: firm unit price x maximum interval of quantity x annual quantity. The TOTAL of all the items will be considered for the evaluation of the offers.

The responsive offer with the lowest evaluated TOTAL price will be recommended for issuance of a Standing Offer.

4.1.1.2 Evaluation of Price

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

4.1.2 Firm Price and/or Rate

SACC Manual Clause M0019T (2007-05-25), Firm Price and/or Rate

4.2 Basis of Selection

SACC Manual Clause M069T (2007-05-25), Basis of Selection

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information 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 in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly 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 and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 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 inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

5.1.1 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.

5.1.2 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" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada-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.

5.1.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.1.3.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Offeror certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

5.1.3.1.1 *SACC Manual* clause A3050T (2014-11-27), Canadian Content Definition

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

6.2 Security Requirements

There is no security requirement applicable to this Standing Offer.

6.3 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

[2005](#) (2014-09-25). General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 Standing Offers Reporting

6.3.2.1 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, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C". 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 once a year to the Standing Offer Authority.

The reporting periods are defined as follows:

- 1st year: June 30, 2016;
- 2nd year: June 30, 2017;
- 3rd year: June 30, 2018.

The data must be submitted to the Standing Offer Authority no later than ten (10) calendar days after the end of the reporting period.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the date of the Standing Offer to June 30, 2018.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name Jacynthe Lamarre
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch

Telephone: 418-649-2776
Facsimile: 418-648-2209
E-mail address: jacynthe.lamarre@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

6.5.2 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.

6.5.3 Offeror's Representative

The Offeror's Representative is:

Name _____
Title: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is PWGSC – Cheque Redemption Control Directorate (CRCD) in Matane, Québec.

6.7 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*.

6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000.00 (Applicable Taxes included).

6.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$105,000.00 (*Applicable Taxes 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 three (3) 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.

6.10 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 (2014-09-25), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2014-11-27), General Conditions – Goods (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated _____.

6.11 Certifications

6.11.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, 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.

6.11.2 Canadian Content Certification

SACC Manual Clause M3060C (2008-05-12), Canadian Content Certification

6.12 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 Quebec.

6.13 Escalation for Paper *(will be completed at the issuance of the Standing Offer)*

1. The portion of the price directly related to the base transaction cost of paper is subject to price adjustment (increase or decrease) at any time during the standing offer period but not before _____ *(The date corresponding to the end of the 30-day period after the issuance of the standing offer will be insert by PWGSC)*. The price will be adjusted using the percentage of the announced increase or decrease that came into effect by applying it to the applicable base transaction cost.
2. To request a price adjustment, the Offeror must provide the Standing Offer Authority with a notice indicating the increase or decrease in the base transaction cost of paper identified below. Such notice must contain the price as publicly announced by at least three (3) paper suppliers who supply the grade specified in the Standing Offer and the date the price came into effect.
3. The base transaction cost of paper subject to price adjustment is as follows:
 - a. text stock (if applicable): _____ lb. at a base transaction cost per Cwt. of \$ _____ , and which represent _____ percent of the unit price(s).
Brand name and paper supplier: _____.
 - b. text stock (if applicable): _____ lb. at a base transaction cost per Cwt. of \$ _____ , and which represent _____ percent of the unit price(s).
Brand name and paper supplier: _____.
 - c. text stock (if applicable): _____ lb. at a base transaction cost per Cwt. of \$ _____ , and which represent _____ percent of the unit price(s).
Brand name and paper supplier: _____.
 - d. text stock (if applicable): _____ lb. at a base transaction cost per Cwt. of \$ _____ , and which represent _____ percent of the unit price(s).
Brand name and paper supplier: _____.
 - e. text stock (if applicable): _____ lb. at a base transaction cost per Cwt. of \$ _____ , and which represent _____ percent of the unit price(s).
Brand name and paper supplier: _____.
4. The Offeror must provide a copy of the quotation from the paper supplier(s) to support the above base transaction cost and a copy of the revised quotation from the paper supplier(s) to support the adjusted base transaction cost.
5. Any price adjustment must be approved by the Standing Offer Authority and will be evidenced through a revision to the Standing Offer.

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.

6.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2010A (2014-11-27), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts, of 2010A (2014-11-27) will not apply to payments made by credit cards.

6.3 Term of Contract

6.3.1 Delivery Date

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

6.4 Payment

6.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, 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.

6.4.2 Multiple Payments

SACC Manual Clause H1001C (2008-05-12), Multiple Payments

6.4.3 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

6.5 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.

6.6 Insurance

SACC *Manual* clause [G1005C](#) (2008-05-12), Insurance

6.7 SACC Manual Clauses

P1005C (2010-01-11), Packaging and Packing of Printed Products
P1009C (2007-11-30), Author's Alteration
P1010C (2010-01-11), Quality Levels for Printing
P1011C (2010-01-11), Quality Levels for Color Reproduction
P1013C (2010-01-11), Quality Levels for Forms
P1015C (2010-01-11), Quality Levels for Labels

6.8 Liquidated Damages

1. If the Contractor fails to perform the services specified in the resulting Contract, the Contractor agrees to pay to Canada liquidated damages of 10 percent.
2. Canada and the Contractor agree that the amount stated above is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.
3. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section.
4. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

Application of clause "Liquidated Damages" above:

For each resulting contract, at the **first delivery** of Magnetic-ink documents, if a batch of documents has a rejection average over 1%, this batch will be returned and redo at the contractor's expense. In addition, "Liquidated Damages" clause will then apply and 10% of the price for the entire batch of documents rejected will be deducted from the invoice.

At the **second delivery** of the same batch of documents, if this batch has still a rejection average over 1%, the order will be cancelled for the entire batch of documents and no payment will be made for this batch.

"Unsuccessful reading at validation at the Cheque Redemption Control Directorate (CRDC) is as follow:

Magnetic-ink documents are validated at CRCD Matane prior to operational use. For validation means, forms are tested on two different scanners. The rejection average has to be less than 1% of the batch (a batch being the total number of forms read together, up to 2,500). If the rejection rate exceeds 1%, the supplier will be subjected to a notice of unsuccessful reading, and the entire batch of documents will be rejected and must be taken back by the supplier in accordance with the clauses relating thereto. The supplier may be invited to meet with the resource person at CRCD Matane to solve specific problems related to the rejection of the documents. Travel expenses will be borne by the supplier."

6.9 Warranty - Contractor responsible for all costs

Section 09 entitled *Warranty of general conditions 2010A* is amended by deleting subsection 2 in its entirety and replacing it with the following:

The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

6.10 Shipping Instructions – Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered Duty Paid (DDP) to: Public Works and Government Services Canada – Cheque Redemption Control Directorate, 150 Dion Boulevard, Matane, Quebec. Incoterms 2000 for shipments from a commercial contractor.

Annex A

Statement of work

1. Title

Magnetic-ink document printing service

2. Objective

To provide MICR Encoded Document printing services to the Cheque Redemption Control Directorate (CRCD) in Matane as they are requested.

3. Background

The CRCD is a bank reconciliation of payment items agent for the Canadian government. Our organization archives consolidated cheques and direct deposit records on site, thereby providing a range of specialized services to departments and Canadian government agencies and financial institutions. On average, 100 million documents are processed annually.

We use Magnetic Ink Character Recognition (MICR) technology, which has also been used by Canadian financial institutions for over four decades, to process a large volume of paper-based payment instruments economically and expeditiously on a daily basis.

We use magnetic ink forms to electronically scan cheques issued by the Receiver General and those issued to the Receiver General. Each of these forms is recognized by an electronic data processing system. The cheque readers are designed to recognize only this type of document. Magnetic Ink Forms are inserted between different groups of cheques and provide information from the beginning to the end of the reading process. Each time the data processing system recognizes a new form, commonly known as a card, it produces a report stating the number of items, the total number of cheques read and the total amount of money read in the same plateau or batch.

4. Term of the contract

See the Standing Offer.

5. Scope of work

- 5.1 The specifications sheet provided by the CRCD, Matane will be used as a reference for each order. In case of uncertainty the supplier shall contact the resource person at CRCD, Matane.
- 5.2 For each order, existing samples will be provided by the CRCD, Matane: paper and template.
- 5.3 All negatives (encoded or not) will be retained by the CRCD. They will always remain the property of the CRCD Matane, and the supplier must return them upon delivery.
- 5.4 In addition to the fixed MICR encoding (always the same code), there may be a sequential incremented MICR and/or regular ink numbering (based on the documents, sequential number can sometimes be with magnetic ink or regular ink) of 7 to 8 digits and this can go up to 13 digits (depending on the documents).

6 Services required and technical specifications

Printing services are required for up to 43 different forms. Forms include bar codes with black magnetic ink on the front and are printed on machine high quality paper either white or colour (canary, orchid, gray, goldenrod, pink, tan, green, popper mint green, salmon, buff and ivory). Forms must be printed according to the instructions of the subsequent order. The size of documents to be printed is 7 "x 4", 7 ¼ "X 4", 7 ¼ x 3 ⅝" 7 ¼ "x 3 ½, 8 ½ x 3 ½" and 7 "x 3 ½", as mentioned in **Appendix B**.

The supplier may choose to print documents from negatives or PDF files. Electronic formats of PDF files provided to the contractor will be sent by e-mail.

7. Deadlines

The required delivery deadlines are:

- 10 working days for 50,000 or more;
- 5 working days for 50,000 or less.

Upon receipt, the packing list duly stamped by the CRCD Matane will confirm the delivery date. Regarding goods returned, the delivery is 5 working days from the time the written communication (email or fax) is sent by the CRCD Matane, regardless of the quantity taken back.

8. Constraints

8.1 The rigorous control is motivated by the CRCD's membership in the ISO 9001:2008 standard.

8.2 The supplier must comply with Standard 006 of the Canadian Payments Association (http://www.cdnpay.ca/imis15/pdf/pdfs_rules/standard_006_fr.pdf) on MICR encoded documents. The rejection rate should be less than 1%.

9. Transportation and delivery

As transportation will be at the supplier's expense, he or she will need to take this additional cost into account. For reference purposes, the printing of 100,000 documents represents a standard size pallet.

ANNEXE « C »

Periodic Usage Reports – Standing Offer

Regional Individual Standing Offer (RISO)

EN929-151756, Magnetic-Ink Document Printing Service

Offeror's Name : _____

Report period : from _____ to _____

Date	Identified User Name	Quantity	Amount
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
Total amount :			\$

Signature : _____

Date (YYYY-MM-DD) : _____