

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Public Works Government Services Canada- Bid
Receiving / Réception des soumissions
189 Prince William Street
Room 405
Saint John
New Brunswick
E2L 2B9**

Request For a Standing Offer Demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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

Public Works Government Services Canada- Bid
Receiving / Réception des soumissions
189 Prince William Street
Room 405
Saint John
New Bruns
E2L 2B9

Title - Sujet RISO - Steel Interlock - Dorchester	
Solicitation No. - N° de l'invitation 21C21-160003/A	Date 2015-09-17
Client Reference No. - N° de référence du client 21C21-160003	GETS Ref. No. - N° de réf. de SEAG PW-\$PWB-101-3701
File No. - N° de dossier PWB-5-38079 (101)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-10-28	Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Lomax, Sandra	Buyer Id - Id de l'acheteur pwb101
Telephone No. - N° de téléphone (506)636-4362 ()	FAX No. - N° de FAX (506)636-4376
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CORRECTIONAL SERVICE OF CANADA CORCAN, Dorchester Med Penitentiary 4902 Main Street DORCHESTER New Brunswick E4K2Y9 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

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pwb101

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include:

- | | |
|-----------|-----------------------------|
| Annex A - | Requirement |
| Annex B - | Basis of Payment |
| Annex C - | Security Requirements |
| Annex D - | List of Directors |
| Annex E - | Drawings and Specifications |

1.2 Summary

Supply and Deliver of Steel Interlocks to Dorchester Penitentiary, NB "as and when requested" for the period of January 1, 2016 to December 31, 2016 with the option to renew for up to two (2) additional one (1) year periods.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Agreement on Internal Trade (AIT).

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](#) (2015/07/03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
C9000T	Pricing	2010/08/16
M1004T	Condition of Material	2011/05/16

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 **New Brunswick**.

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 (1 copy)
Section III: Certifications (1 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 "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 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.

4.1.2 Financial Evaluation

SACC Manual Clause M0220T (2013/04/25), Evaluation of Price

4.2 Basis of Selection

An offer must comply with the requirement of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

(Derived from – Provenant de M0069T, 25/05/2007)

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional 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 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Precedent to the Issuance of a Standing Offer

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.1.1 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

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](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 [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.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "C".

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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2005 (2015/07/03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

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 January 1, 2016 to December 31, 2016 with the option to renew for up to two (2) additional one (1) year periods.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Sandra Lomax
Title: Contracting Officer
Public Works and Government Services Canada
Acquisitions Branch
189 Prince William St
Saint John, New Brunswick
E2L 2B9

Telephone: (506) 636-4362
Facsimile: (506) 636-4376
E-mail address: Sandra.lomax@pwgsc-tpsgc.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.

6.5.2 Project Authority

The Project Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

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

6.5.3 Offeror's Representative (Offeror please complete)

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

6.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Correctional Services Canada
CORCAN
Dorchester Penitentiary

6.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) from PWGSC-TPSGC 942 Call-up Against a Standing Offer, or an electronic version.

6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$20,000.00 (Applicable Taxes included).

6.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$17,699.00 (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 2 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.

(Derived from - Provenant de: M4506C, 2013/04/25)

6.11 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 (2015/07/03), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2015/07/03), General Conditions - Goods (Medium Complexity
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment
- g) Annex E, Drawings and Specifications
- h) the Offeror's offer dated _____

6.12 Certifications

6.12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional 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 additional 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.

6.13 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 **New Brunswick**

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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 Requirement

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2010A (2015/07/03), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

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

Basis of Payment - Firm Price, Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price 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 Limitation of Price

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

6.4.3 Multiple Payments

SACC Manual clause H1000C (2008/05/12) Multiple Payments

6.4.4 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

6.5 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 in the invoice is completed.
2. 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.

(Derived from - Provenant de: H5001C, 2008/12/12)

6.6 Insurance

SACC Manual clause [G1005C](#) (2008/05/12) Insurance

6.7 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

- (a) Free on Board Destination common carrier Dorchester Penitentiary, Dorchester, NB for shipments from the United States government; or
- (b) Delivered Duty Paid (DDP) Dorchester Penitentiary, Dorchester, NB Incoterms 2000 for shipments from a commercial contractor.

(Derived from - Provenant de: D4001C, 2008/12/12)

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ANNEX "A"

REQUIREMENT

Requesting a Regional Individual Standing Offer for the supply and delivery of Steel interlocks as per the included drawing (Annex "E") on an "as and when requested" basis for Correctional Services Canada (CORCAN) in Dorchester, New Brunswick for the period: January 1st, 2016 to December 31st, 2016 with the option to renew for up to two (2) additional one (1) year periods.

Delivery of items must be made in staggered amounts of 1,000 starting 4 weeks from receipt of call-up against the Standing Offer or must be made for the full amount within 6 weeks from receipt of call-up against the Standing Offer.

Delivery charges must be included in the price of the product (FOB Dorchester, NB).

Maximum call-up limit \$20,000.00 (including HST)

Mandatory Requirements:

MUST meet the mandatory requirements specified on drawing no. MC-17606.

ANNEX "B"

BASIS OF PAYMENT

Please note: The quantities are estimates only. Orders will be placed on an "as and when requested" basis.

* Unit Price MUST include delivery to:
CORCAN- Dorchester Medium Penitentiary, 4902 Main Street, Dorchester, NB, E4K 2Y9

Year One (1) January 1 st , 2016 to December 31 st , 2016:					
Item #	Description	U of I	Yearly Estimated Quantity	Unit Price*	Extended Price
1	Steel Interlock as per drawing	Each	5,000		
Total Price for evaluation purposes (Taxes Excluded): (Price in Canadian Dollars)					

Option Year One (1) January 1 st , 2017 to December 31 st , 2017					
Item #	Description	U of I	Yearly Estimated Quantity	Unit Price*	Extended Price
1	Steel Interlock as per drawing	Each	5,000		
Total Price for evaluation purposes (Taxes Excluded): (Price in Canadian Dollars)					

Option Year Two (2) January 1 st , 2018 to December 31 st , 2018					
Item #	Description	U of I	Yearly Estimated Quantity	Unit Price*	Extended Price
1	Steel Interlock as per drawing	Each	5,000		
Total Price for evaluation purposes (Taxes Excluded): (Price in Canadian Dollars)					

Price Adjustment –Steel interlocks

1. The prices detailed in the Contract are subject to upward or downward adjustment, according to changes at time of delivery to allow for:

- (a) Changes due to price adjustment in metal products that are a direct result of increased or decreased current base price imposed by the applicable metals commodity market. A copy of the Contractor's notification of base price increase or decrease from the metal producer must be provided to the Contracting Authority; and/or

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-
- (b) Imposition of any new or changes to any existing levies, tariffs or fees of whatsoever nature applicable to any metal product, authorized, imposed or agreed to by Canada or any provincial government or by any Governmental Regulatory Authority.

2. The contract price will be amended to reflect the actual increase or decrease at time of delivery. The Contractor must not invoice at prices other than those specified in the Contract.

ANNEX "C"

SECURITY REQUIREMENTS

NIL security screening required as there is not access to sensitive information or assets. Contractor personnel will be escorted in specific areas of the institution as and where required by Correctional Service Canada personnel or those authorized by CSC on its behalf. CSC has developed very stringent internal policies to ensure that the security of the institutional operations is not compromised.

Contractor personnel shall submit to a local verification of identity/information through an authorized use of the Canadian Police Information Centre(CPIC) and must adhere to institutional requirements for the conduct of the searches by Correctional Service Canada, prior to admittance to the requisite institution.

Correctional Services Canada reserves the right to deny access to any institution of any Contractor personnel at any time.

Should you require any further clarification, please do not hesitate to contact Dorothy Sicard at (613) 992-5345.

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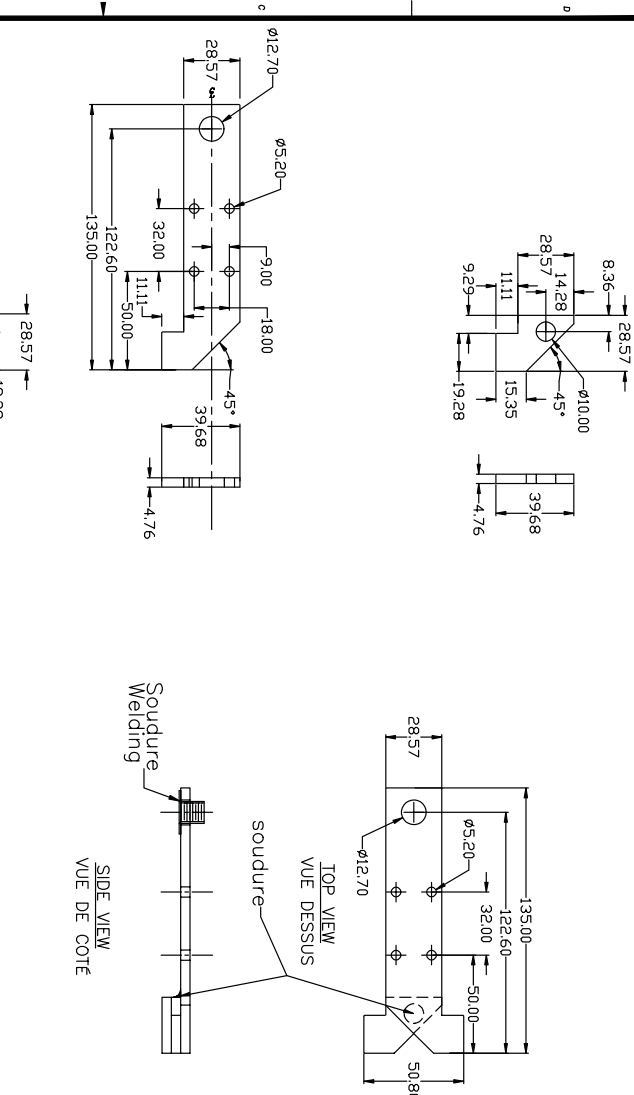
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ANNEX “E”

Drawings and Specifications

REVISIONS					
REV	ZONE	ENGINEERING CHANGE ORDERS DIRECTIVES DE CHANGEMENT	APPROVED VERIFIÉ	CHECKED VÉRIFIÉ	DRAWN DRESSIN
E		ECO #06-589		R. L	S. Coutu
					14/12/06



NOTE : Matériel utilisée plaque d'acier laminé à froid de 3/16" épais,
 Use material C.R. steel plate 3/16" thick.
 Fillet et arrondis = R .025"
 Breaking corner = R 0.25".

NOTES:
 SYMBOL DE REF. ▽

CORCAN	
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COMMON DRAWING / DESSIN COMMUN	
DRAWING LIST NO.	DRAWING NO.
NO. OF SHEETS	NO. OF SHEETS
USED ON ASSY/UTILISE SUR ASSGE	

QTY./QTE.	OPTION NO.	DWG./DES.	TITLE/TITRE
4	5305M506A		SCREW SHELF DRILLING/TEK PAN, SO. SK. HD., # 8 X 1".
AR 2	5310F503C		T-NUT 3/8-16NC SPA-E-NAUR #2262 OU EQUIVALENT
AR 1	5340C608A		INTERLOCK MODEL "A" INTERLOCK MODEL "A"

PART LIST/NOMENCLATURE DES PIÉCES	UNIT	STANDARD
INTERLOCK MODEL "A"		
E-PM & E-PW & E-PS		
INTERLOCK MODEL "A"		
E-PM & E-PW & E-PS		

DRAWN/DESSINÉ	DATE	APPROVED/APPROUVÉ	DATE	CHANGED/CHANGÉ	DATE	REVISION	SHEET/TOTALE
Syvan Doudou	14/12/06						