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## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION.....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS .....	4
<b>PART 2 - OFFEROR INSTRUCTIONS .....</b>	<b>5</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF OFFERS.....	5
2.3. FORMER PUBLIC SERVANT.....	5
2.4. ENQUIRIES - REQUEST FOR STANDING OFFERS .....	7
2.5. APPLICABLE LAWS.....	7
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS.....</b>	<b>8</b>
3.1. OFFER PREPARATION INSTRUCTIONS.....	8
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>10</b>
4.1 EVALUATION PROCEDURES.....	10
4.2 BASIS OF SELECTION.....	11
<b>PART 5 - CERTIFICATIONS.....</b>	<b>12</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER .....	12
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION 12	
<b>PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>	<b>14</b>
<b>A. STANDING OFFER .....</b>	<b>14</b>
6.1 OFFER.....	14
6.2 SECURITY REQUIREMENTS .....	14
6.3 STANDARD CLAUSES AND CONDITIONS.....	14
6.4 TERM OF STANDING OFFER .....	15
6.5. AUTHORITIES .....	15
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	16
6.7 IDENTIFIED USERS.....	16
6.8 CALL-UP PROCEDURES.....	16
6.9 CALL-UP INSTRUMENT .....	16
6.10 LIMITATION OF CALL-UPS .....	16
6.11 FINANCIAL LIMITATION.....	16
6.12 PRIORITY OF DOCUMENTS .....	17
6.13 CERTIFICATIONS .....	17
6.14 APPLICABLE LAWS.....	17
<b>B. RESULTING CONTRACT CLAUSES .....</b>	<b>18</b>
6.1 STATEMENT OF WORK.....	18
6.2 STANDARD CLAUSES AND CONDITIONS.....	18
6.3 TERM OF CONTRACT .....	18
6.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	18
6.5 PAYMENT .....	18
6.6 INVOICING INSTRUCTIONS .....	19

Solicitation No. - N° de l'invitation  
86100-150513/A  
Client Ref. No. - N° de réf. du client  
86100-150513

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cw010.86100-150513

Buyer ID - Id de l'acheteur  
CW010  
CCC No./N° CCC - FMS No./N° VME

---

6.7	INSURANCE .....	19
6.8	INSPECTION AND ACCEPTANCE.....	19
6.9	SACC MANUAL CLAUSES .....	19
6.10	AUTHOR'S ALTERATIONS.....	20
<b>ANNEX "A" .....</b>		<b>21</b>
<b>STATEMENT OF WORK.....</b>		<b>21</b>
<b>ANNEX "B" .....</b>		<b>27</b>
<b>BASIS OF PAYMENT .....</b>		<b>27</b>
<b>ANNEX "C" .....</b>		<b>33</b>
<b>STANDING OFFER REPORTING .....</b>		<b>33</b>
<b>ANNEX "D" .....</b>		<b>34</b>
<b>DECLARATION OF CONVICTED OFFENCES .....</b>		<b>34</b>

## **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:<br><br>6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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, the Reporting Requirements, and the Declaration – Certification.

### **1.2 Summary**

The Immigration and Refugee Board of Canada has a requirement the manufacture and printing of two (2) different types of file folders on an “if and when required basis”.

The Offeror must print and construct folders to final format in accordance with the supplied artwork, approved proofs and specifications, and deliver folders as per the delivery schedule for each call-up.

The period of the Standing Offer will be from issuance to March 31, 2016, with the option to extend it by two (2) of six (6) months each.

Comprehensive Land Claim Agreements (CLCAs) are not applicable to this procurement.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

The requirement is limited to Canadian goods and/or services.

Solicitation No. - N° de l'invitation  
86100-150513/A  
Client Ref. No. - N° de réf. du client  
86100-150513

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cw010.86100-150513

Buyer ID - Id de l'acheteur  
CW010  
CCC No./N° CCC - FMS No./N° VME

---

### **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 will be in writing.

## **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.

### **2.2 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 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

#### ***Definitions***

For the purposes of this clause,

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

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

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

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

#### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES** (  ) **NO** (  )

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

#### **Work Force Adjustment Directive**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** (  ) **NO** (  )

If so, the Offeror must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

Solicitation No. - N° de l'invitation  
86100-150513/A  
Client Ref. No. - N° de réf. du client  
86100-150513

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cw010.86100-150513

Buyer ID - Id de l'acheteur  
CW010  
CCC No./N° CCC - FMS No./N° VME

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#### **2.4. Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority ([kathleen.gagne-templeman@pwgsc-tpsgc.gc.ca](mailto:kathleen.gagne-templeman@pwgsc-tpsgc.gc.ca)) no later than **six (6) 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.

#### **2.5. 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.

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## **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: Technical Offer (one [1] hard copy)
- Section II: Financial Offer (one [1] hard copy)
- Section III: Certifications (one [1] hard copy)
- Section IV: Additional Information (one [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.

##### **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:

Solicitation No. - N° de l'invitation  
86100-150513/A  
Client Ref. No. - N° de réf. du client  
86100-150513

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cw010.86100-150513

Buyer ID - Id de l'acheteur  
CW010  
CCC No./N° CCC - FMS No./N° VME

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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.

### **Section IV: Additional Information**

#### **3.1.2 Offeror's Proposed Site(s)**

The Offeror must provide the full address(es) of the Offeror's and proposed individual(s)' site(s) or premises for which are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory  
Postal Code

What work will be performed at this location?

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## 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.

#### 4.1.1 Technical Evaluation

##### Mandatory Technical Criteria.

##### Definitions for the purposes of the mandatory technical criteria.

**"External client(s)"** means clients exterior to the Bidder's own legal entity (or joint venture partnership) and excludes the parent, subsidiaries or other affiliates of the Bidder.

**"Internal client(s)"** means clients within the Bidder's own legal entity (or joint venture partnership) and includes the parent, subsidiaries and other affiliates of the Bidder.

#### M.1 CORPORATE EXPERIENCE AND CAPABILITY

The Offeror must demonstrate that it has been contractually bound with **two (2) different external clients** to print and produce file folders with reinforced end tabs, scores for expansion and die-cutting.

Each of the contracts must have been completed after October 31, 2010.

For each of the two (2) contracts, the Offeror must provide:

- M.1.a The Client contact information;
- M.1.b The Contract date;
- M.1.c A description of the folders as specified to meet M.1. The Offeror must include a general description of the folders as well as the requirements for:
  - printing,
  - reinforcement of end tabs,
  - scoring, and
  - die-cutting of the folders.
- M.1.d The invoice (or copy of) presented to the Client.

During the evaluation no corporate experience gained through internal clients will be accepted or reviewed.

#### M.2 FOLDER MATERIALS

- M.2.a. The Offeror must confirm in writing that the proposed folder material is 100% recyclable and uses fibre originating from a sustainably-managed forest certified to a third-party verified forest certification standard such as the Forestry Stewardship Council (FSC), Sustainable Forestry Initiative (SFI) or the Canadian Standards Association Sustainable Forest Management Standard (CSA/SFMS).
- M.2.b. The Offeror must confirm in writing that the proposed clear cellulose acetate is write-on and erase capable in ink or pencil.

Solicitation No. - N° de l'invitation  
86100-150513/A  
Client Ref. No. - N° de réf. du client  
86100-150513

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cw010.86100-150513

Buyer ID - Id de l'acheteur  
CW010  
CCC No./N° CCC - FMS No./N° VME

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M.2.b. The Offeror must confirm in writing that the proposed clear cellulose acetate is not silicon based.

**OFFERS NOT MEETING ALL OF THE MANDATORY REQUIREMENTS WILL BE CONSIDERED NON RESPONSIVE AND GIVEN NO FURTHER CONSIDERATION.**

#### **4.1.2 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, all applicable taxes excluded; FOB destination, Canadian customs duties and excise taxes included.

To determine the total evaluated price, the prices submitted in the Annex B: Basis of Payment for the initial period and the two (2) extension periods will be multiplied by the corresponding evaluation factors and then added to obtain the total evaluated price

$B.1.a + B.1.b + B.2.a + B.2.b + B.3.a + B.3.b = \text{total evaluated price}$

#### **4.2 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.

## **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 Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

#### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process

### **5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

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.

#### **5.2.1 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.

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## 5.2.2 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 [Employment and Social Development Canada-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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](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.

## 5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

### 5.2.3.1 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](#).

#### 5.2.3.1.1 SACC Manual clause [A3050T](#) (2010-01-11) Canadian Content Definition

Offerors should submit this certification completed with their bid. If the certification is not completed and submitted with the bid, the Contracting Authority will so inform the Offeror and provide the Offeror with a time frame within which to submit this completed certification. Failure to comply with the request of the Contracting Authority and submit the completed certification will render the bid non-responsive.

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## 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 Statement of Work at Annex "A".

#### 6.2 Security Requirements

6.2.1 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>) issued by Public Works and Government Services Canada.

##### 6.3.1 General Conditions

2005 (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### 6.3.2 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, 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 on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: November 1 to January 31;
- 2nd quarter: February 1, to April 30;
- 3rd quarter: May 1 to July 31;
- 4th quarter: August 1 to October 30.

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

Solicitation No. - N° de l'invitation  
86100-150513/A  
Client Ref. No. - N° de réf. du client  
86100-150513

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cw010.86100-150513

Buyer ID - Id de l'acheteur  
CW010  
CCC No./N° CCC - FMS No./N° VME

---

## **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 \_\_\_\_\_ to March 31, 2016.

### **6.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional six (6) month periods, 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 before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority

## **6.5. Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Kathleen Gagné-Templeman  
Public Works and Government Services Canada  
Acquisitions Branch  
Communication procurement Directorate  
360 Albert Street, 12<sup>th</sup> floor  
Ottawa, ON

Telephone: 613-990-9189  
Facsimile: 613-991-5870  
E-mail address: Kathleen.gagne-templeman@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.

### **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**

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

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Solicitation No. - N° de l'invitation  
86100-150513/A  
Client Ref. No. - N° de réf. du client  
86100-150513

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cw010.86100-150513

Buyer ID - Id de l'acheteur  
CW010  
CCC No./N° CCC - FMS No./N° VME

Email: \_\_\_\_\_

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## 6.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is the authorized employee of the Procurement and Assets Management Section of the Immigration and Refugee Board of Canada (IRB) in the National Capital Region

## 6.8 Call-up Procedures

6.8.1 The authorized Call-up Authority from the Procurement and Assets Management Section of the IRB office in the National Capital Region (NCR) will provide notification of the requirement to the Offeror. The description of requirement will include:

- the quantity and version of each file folder; and
- the shipping destination(s)

6.8.2 The Offeror must provide shipping costs within two (2) business days of receiving notification from the authorized Call-up Authority from the Procurement and Assets Management Section of the IRB office in the NCR.

6.8.3 The authorized Call-up Authority from the Procurement and Assets Management Section of the IRB office in the NCR will issue a Call-up.

## 6.9 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 any electronic document.

## 6.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$50,000.00** (Applicable Taxes included).

## 6.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (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 six (6) 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.

## 6.12 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 (2015-09-03), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2030 (2015-09-03) General Conditions - Higher Complexity – Goods
- e) Annex A, Statement of Work
- f) Annex B, Basis of Payment
- g) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*)

## 6.13 Certifications

### 6.13.1 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.

### 6.13.2 SACC Manual Clauses

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

## 6.14 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.

## **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**

[2030](#) (2015-09-03) General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

### **6.3 Term of Contract**

#### **6.3.1 Delivery Date**

Delivery must be made within six (6) weeks from approval of proofs by the Project Authority.

### **6.4 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

### **6.5 Payment**

#### **6.5.1 Basis of Payment**

##### **6.5.1.1 Basis of Payment - Firm Price for Manufacturing (Shipping extra)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price(s), as specified in Annex "B" for a cost of \$ \_\_\_\_\_ (*insert the amount at contract award*). 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.

##### **6.5.1.2 Basis of Payment- Limitation of Expenditure for Shipping**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of \$ \_\_\_\_ (amount inserted at contract award). Customs duties are included and Applicable Taxes are extra.

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### 6.5.1.3 Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

### 6.5.2 Method of Payment

SACC Manual clause H1000C (2008-05-12) Single Payment  
SACC Manual clause H1001C (2008-05-12) Multiple Payments

#### 6.5.2.1 SACC Manual clause

SACC Manual clause A9117C (2007-11-30) T1204-Direct Request by Customer Department

### 6.5.3 Payment by Credit Card

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

### 6.6 Invoicing Instructions

The Offeror 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 following address for certification and payment:

(will be identified at award of Standing Offer)

- b) One (1) copy of the invoice must be forwarded to Standing Offer Authority.

### 6.7 Insurance

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

### 6.8 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

### 6.9 SACC Manual Clauses

P1010C (2010-01-11) Quality Levels for Printing  
P1011C (2010-01-11) Quality Levels for Colour Reproduction  
P1005C (2010-01-11) Packaging and Packing of Printed Products

Solicitation No. - N° de l'invitation  
86100-150513/A  
Client Ref. No. - N° de réf. du client  
86100-150513

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cw010.86100-150513

Buyer ID - Id de l'acheteur  
CW010  
CCC No./N° CCC - FMS No./N° VME

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#### **6.10 Author's Alterations**

Author's alterations are changes requested by the Project Authority to approved text or layout at any stage during production.

If author's alterations are requested, the Contractor must provide details of the alterations and associated costs to the Project Authority for review and approval. The Contractor cannot undertake any alteration without the written authorization of the Contracting Authority and will be evidenced through a contract amendment.

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## ANNEX "A"

### STATEMENT OF WORK

#### **A.1 Overview**

The Immigration and Refugee Board of Canada has a requirement the manufacture and printing of two (2) different types of file folders on an "if and when required basis".

The Offeror must, at a minimum;

- Supply all materials
- Provide proofs prior to production
- Print and construct folders to final format in accordance with the supplied artwork, approved proofs and specifications
- Box folders separately in such a manner as to protect contents
- Deliver folders as per the delivery schedule for each call-up

#### **A.1.1 - Estimated Annual Quantities**

The Immigration and Refugee Board of Canada estimates that approximately 3,250 of folder A (Immigration Division File Folder) and approximately 11,200 of folder B (Case File Folder) will be required over the period of the Standing Offer.

The estimated quantities are approximate and are not a guarantee of the actual number of folders to be produced nor are they intended to reflect actual expectations on behalf of Canada.

#### **A.2 Work Description**

##### A.2.1 Quality Levels

The quality level is Informational, in accordance with the Public Works and Government Services (PWGSC) Publication entitled "Quality Levels for Printing", latest issue.

##### A.2.2 Printing Overruns/Underruns:

**No underrun will be accepted.** Overruns must not exceed 2 %. Overruns are to be charged at the additional same run price (identified in Annex B) and shown as a separate item on the Invoice.

##### A.2.3 Material Supplied

The Project Authority will supply sample folders and artwork as PDF files (via Adobe LiveCycle Designer software) to the Offeror for printing and colour reference for end tabs. The artwork on the front and back covers is subject to change prior to the final production.

The Offeror must print and fabricate the folders as per the supplied sample for construction for each folder.

The Offeror must review the supplied material within 24 hours of its reception. The Offeror must contact the Project Authority immediately if supplied material varies from the description of the material supplied as stated in the Annex A Statement of Work.

The Offeror must also contact the Project Authority immediately if there are problems printing from the supplied artwork.

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#### A.2.4 Proofs

The Offeror must produce and deliver the specified proofs and samples to the Project Authority at the specified address (in the National Capital Region). Proofs must be provided before the first print production and must be accounted for in the schedule.

A.2.4.1 One complete set of proofs for the printed panels and complete construction for both Folder A and Folder B in English first and French first versions is required.

A.2.4.3 One complete pre-production sample (one for each folder - not printed) for both Folder A and Folder B with Tyvek gussets, document fasteners, score lines and all elements in place. The Project Authority will retain the pre-production sample at IRB premises

A.2.4.3 Proofs must be trimmed and folded to size as specified with score lines and punched holes indicated by Offeror. The Offeror must provide one pre-production sample (unprinted) of each of before beginning the construction of folders.

A.2.4.4 Proofs must be submitted for approval prior to printing. Proofs will be reviewed by the Project Authority and a response will be provided to the Offeror within two (2) business days.

#### A.2.5 Folder Specifications

Folder A and Folder B must be Carbon Neutral products. Folders must be constructed using Acid Free folder material, be Sustainable Forestry Initiative (SFI) or Forest Stewardship Council (FSC) certified and 100% recyclable.

The Offeror must not use any silicon based materials for any of the folders as it reduces long term adhesiveness of labels which will be added by the client at a later time.

Folders A and B must be printed and fabricated exactly as per the samples supplied.

##### **A.2.5.1 Folder A - Immigration Division File Folder**

**Size:** Flat - 19" W x 16.25" H  
Folded - 9.5" W x 15.25" H

**Stock:** Folder - Manila colour, 14 pt. Acid free folder paper, SFI or FSC certified, fully recyclable (100%).

*Clear Cellulose Acetate (or similar product)* – 1.0 mil, matte finish, clear cellulose acetate  
(must be write-on and erase capable in ink or in pencil) for end tab and bottom edge of front panel (pages 1 and 2)

**Ink:** Black + Pantone Reflex Blue, on outside front and back panels (pages 1 and 4), no bleeds as follows:

Outside front of folder (page 1) prints black for basic text, form number and Canada WordMark + Pantone Reflex Blue for border and "Protected - Protégé"  
Outside back of folder (page 4) prints black for basic text + Pantone Reflex Blue for border and "Protected - Protégé"

**Construction:** Two (2) panel file folder constructed from one piece and is printed, folded, scored and die-cut to final format as specified and includes heat

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sealed metal prong fastener.

Folder end tab and bottom edge of front panel are die-cut, folded inward and adhered to inside front and back panels to provide reinforcement and to eliminate all sharp edges on the folder and in the most obvious handling areas with corners rounded. End tab extends below front panel of closed folder, is reinforced with clear cellulose acetate and is scored.

- Corners:** Rounded corners - all outside corners
- Die -Cut:** End tab and bottom edge of front panel are die-cut and folded inward.
- Fold:** 2 panels, folds to 9.5" W x 15.25" H (including end tab). Fold along bottom edge of front panel and end tab (back panel - page 3), providing reinforcement to 28.0 pt (29.0 - 30.0 pt with cellulose acetate). Folded to eliminate all sharp edges on the folder and in the most obvious handling areas. The reinforced tab must be evenly adhered to the inside folder surfaces. The adhesive must not extend beyond the joined area.
- Score Lines:** Score for folds, vertically on end tab (in 13 positions) and four (4) additional scores for expansion at 0.25" intervals.
- Clear Cellulose Acetate:** End tab reinforced (on front, back and both sides of end tab) with 1.0 mil, matte finish clear cellulose acetate (must be write on and erase capable in ink or pencil).
- Binding:** Heat sealed, 2 prong, 2.5" metal prong fastener on inside front centered along top edge as sample supplied and 1.5" aluminum pin with flat head installed with Tyvek back patch on back panel. The prongs are threaded through the hole from outside back panel to the inside surface. The hole size must closely fit the size of the prongs. Position as per the sample supplied.
- Versions:** Two (2) versions of Folder A:  
Version 1 - English text first  
Version 2 - French text first

#### **A.2.5.2 Folder B - Case File Folder**

- Size:** Finished size Front panel: (pages 1 & 2): 9" W x 14.3125" H  
Finished size Back panel: (pages 3 & 4): 9" W x 15.3125" H  
Finished size Center Tab Divider: 8.4375" + 0.5" tab extension W x 14.3125" H
- Stock:** *Folder* - White, acid free folder paper, SFI or FSC certified, fully recyclable (100%)  
Two ply construction (30 pt thickness not including reinforcement), and able to resist delamination.  
The outside edge of the front panel (Page 1 along the 14.3125" side) must be roll over style for a smooth finish.  
The outside edge of the back panel (Page 4 along the 15.3125" side) must be roll over style for a smooth finish.
- Centre Tab Divider* - Manilla, 14 pt acid free divider, SFI or FSC certified, fully recyclable (100%)

- Tyvek* - Light Grey Tyvek (or approved equivalent) for gusset at center of folder
- Clear Cellulose Acetate* (or similar product) - 1.0 mil, matte finish, clear cellulose acetate (must be write on and erase capable in ink or pencil) for both sides of the front and back panel.
- Ink:** Black + Pantone Reflex Blue, on outside front and back panels (pages 1 and 4), no bleeds as follows:
- Outside front of folder (page 1) prints black for basic text, form number and Canada WordMark + Pantone Reflex Blue for border and "Protected - Protégé"  
Outside back of folder (page 4) prints black for basic text + Pantone Reflex Blue for border and "Protected - Protégé"
- Construction:** Two (2) panel folder with center tab divider is constructed from three (3) pieces (separate Front and Back panels and center tab divider) joined at the center with a 4" expansion gusset that is made from double sided (adhesive to adhesive) Tyvek™ (or approved equivalent). The Tyvek material extends 0.5" on outside front and outside back panels of the folder.  
The folder is printed, trimmed, folded, scored, die-cut, assembled and constructed as per the sample supplied to complete the final product and includes a metal prong fastener.  
The Front and Back panel are 2 ply construction (folder stock is folded and adhered to inside folder surfaces). The Back panel includes a reinforced end tab, die-cut, folded inward and adhered to inside back panel (page 3) to provide reinforcement and is laminated (100% coverage) on both sides of back panel (Page 3 and Page 4 including end tab and reinforced sides) with cellulose acetate. End tab is scored.
- Centre Tab Divider:** Divider is installed in Tyvek expansion gusset. The Centre Tab Divider positions in gusset at 1" from the inside surface of the front panel (page 2) and at 3" from the inside surface of the back panel (page 3).
- Corners:** All corners round except where there is Tyvek.
- Die-cut:** Die-cut for center cut tab on divider and for end tab.
- Fold:** Fold for two ply construction on Front and Back panels and for end tab on inside Back panel (page 3), providing reinforcement to 32.0 pt (1.0 mil with cellulose acetate). End tab folds inward on inside back panel (page 3).
- Adhesive:** Must be evenly applied to surfaces for two ply construction and end tab and must not extend beyond joined areas.
- Centre Gusset:** 4" width, 2 ply Tyvek, expansion gusset (accordion) at center of folder joins front panel (pages 1 & 2), center divider and back panel (pages 3 & 4) together.
- Score Lines:** Score for folds, vertically on end tab (in 11 positions) and four (4) additional scores for expansion at 0.25" intervals.

## **Clear Cellulose**

**Acetate:** 1.0 mil, matte finish clear cellulose acetate (must be write on and erase capable in ink or pencil) on both sides of back panel (100% including end tab and reinforced edge).

**Binding:** *On Front Panel – Heat Sealed fastener with two (2) 2” capacity prongs installed in position #3 (inside top left).*

*Centre Divider - 1.5” aluminum pin with flat head installed with Tyvek back patch on divider (must have round head, not pointed or sharp). The prongs are threaded through the hole from back to front. The hole size must closely fit the size of the prongs.*

*On Back Panel (pages 3 & 4) - 3.0” aluminum pin with flat head installed with Tyvek back patch on outside back panel (page 4) (must have round head, not pointed or sharp). The prongs are threaded through the hole from back to front (page 3). The hole size must closely fit the size of the prongs.*

**Versions:** Two (2) versions of Folder B:  
Version 1 - English text first  
Version 2 - French text first

### A.2.6 Delivery Schedule

A.2.6.1 The Offeror must deliver all file folders within six (6) weeks after the proof has been approved by the Project Authority.

### A.2.7 Delivery/Distribution Requirements/Temporary Storage

#### A.2.7.1 Delivery Addresses

The authorized Call-Up Authority from the Procurement Section of the IRB office in the National Capital Region (NCR) will specify the delivery address from the Offeror's production facility in the Call-Up. Delivery addresses are as follows:

IMMIGRATION AND REFUGEE BOARD OF CANADA  
Canada Building, Minto Place  
344 Slater Street, 12th floor  
Ottawa, ON K1A 0K1  
Attention: To be included at contract award  
E-mail:

IMMIGRATION AND REFUGEE BOARD OF CANADA  
1600 - 300 West Georgia Street  
Vancouver, BC V6B 6C9  
ATTN: To be included at contract award  
E-mail:

IMMIGRATION AND REFUGEE BOARD OF CANADA  
Immigration Division  
200 - 135 Queen's Plate Drive  
Etobicoke, ONTARIO  
M9W 6V1  
Attn: To be included at contract award

Solicitation No. - N° de l'invitation  
86100-150513/A  
Client Ref. No. - N° de réf. du client  
86100-150513

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cw010.86100-150513

Buyer ID - Id de l'acheteur  
CW010  
CCC No./N° CCC - FMS No./N° VME

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E-mail:

COMMISSION DE L'IMMIGRATION ET DU STATUT DE RÉFUGIÉ DU CANADA  
200 René-Lévesque Boulevard Ouest  
Guy Favreau Complex  
East Tower, Room 102  
Montreal Quebec  
H2Z 1X4  
Attn: To be included at contract award  
E-mail:

#### A.2.7.2 Labelling and Packaging for file folders

File folders must be packaged in cartons.

- All cartons must be labeled to indicate the title, the language, as well as a description of the product and the quantity in each carton.
- The Offeror must box each style of file folder separately. The contents must not be mixed.
- All cartons must be identically packaged and completely filled, i.e. (they should all have the same quantity in each carton).
- The cartons must be sturdy and capable of withstanding the heavy contents (up to a maximum of 35 lbs.) as well as able to sustain considerable handling.
- All pallets should have the same number of boxes per row and the same number of rows per pallet.
- The Offeror is responsible for addressing any items being delivered according to the delivery address supplied, including output and application of any required labels on boxes.

#### A.2.7.3 Temporary Storage as required for Call-Ups

If specified in the Call-Up, the Offeror must provide the necessary storage space to keep the completed quantities of packaged folders in the Offeror's climate controlled warehouse space. The quantity of folders to be stored will vary for each Call-Up. Storage requirements related to individual Call-Ups will not exceed 6 months from the completion date of the printing and fabrication of the specified quantities in the Call-Up.

The Offeror must retrieve the required quantities of packaged folders from the Offeror's warehouse and deliver the specified quantities to the distribution addresses specified by the IRB Project Authority (identified in the Call-Up Against a Standing Offer) by email.

#### A.2.8 Components

- All components (including the final artwork used for printing) required to complete the Contract, whether produced or purchased by the Offeror or provided to the Offeror are the property of the Government of Canada.
- The Offeror must return all components to the Project Authority within five (5) working days of completion of work at no additional cost to Canada.
- Components must be packaged appropriately and shipped in a manner to ensure safe delivery at the specified destination.
- Invoices will not be paid until the components are received.

#### A.2.9 Quality Assurance

Quality Assurance by the Offeror: The Offeror must perform all necessary quality assurance procedures to ensure the product meets the specified quality levels and specifications of the Annex A Statement of Work.

Solicitation No. - N° de l'invitation  
86100-150513/A  
Client Ref. No. - N° de réf. du client  
86100-150513

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cw010.86100-150513

Buyer ID - Id de l'acheteur  
CW010  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "B"**

### **BASIS OF PAYMENT**

Offerors must provide pricing in the format specified, for each component identified in this ANNEX B, Basis of Payment. Failure to price one of the components in the format specified will render the proposal non-responsive.

Offerors must submit firm, all inclusive prices, FOB destination, GST/HST extra if applicable. Prices must include all materials and operations (set-up charges, provision of proofs, printing, fabrication to final format, etc.) to supply the final products and ready the items for shipping.

All prices must be FOB Destination, in Canadian funds, duty and excise taxes included, any and all applicable taxes extra. **Freight/delivery charges EXTRA.**

Shipping costs incurred in the performance of the work will be paid at cost with no allowance for profit or overhead and upon receipt of proper cost support documentation. Transportation charges must be prepaid by the Contractor and shown as a separate item on the invoice, supported by a copy of the prepaid transportation bill. All payments are subject to government audit.

Additional quantities and overruns will be calculated on a pro-rata basis using the additional same run cost.

If pricing is not provided for a component, a price of zero will be assigned for the component and the Offeror will be provided an opportunity to agree with the zero amount. If the Offeror agrees, then the Basis of Payment will be considered compliant. However, if the Offeror disagrees then the offer will be found non-compliant and no further evaluation will be done.

### **TRAVEL AND LIVING EXPENSES**

The Crown will not accept any travel and living expenses incurred by any Offeror to satisfy the terms of any resulting Standing Offer / Call-up.

**B.1 STANDING OFFER PERIOD:**

<b>B.1.a Folder A - Immigration Division File Folder</b>	<b>Price per thousand (\$/M)</b>	<b>Quantity for Evaluation Purposes ONLY</b>	<b>Evaluated Price (Price per thousand multiplied by the Quantity for Evaluation)</b>
For call-ups up to 5,000 file folders	\$	5	\$
For call-ups of 5,0001 file folders to 10,000 file folders	\$	10	\$
Additional 1,000 file folders on the same run	\$	1	\$
	<b>Price per hour</b>	<b>Quantity for Evaluation Purposes ONLY</b>	<b>Evaluated Price (Price per hour multiplied by the Quantity for Evaluation)</b>
Author's Alterations	\$	2	\$
<b>Sub-total B.1.a</b>			\$

<b>B.1.b Folder B - Case File Folder</b>	<b>Price per thousand (\$/M)</b>	<b>Quantity for Evaluation Purposes ONLY</b>	<b>Evaluated Price (Price per thousand multiplied by the Quantity for Evaluation)</b>
For call-ups up to 10,000 file folders	\$	10	\$
For call-ups of 10,0001 file folders to 20,000 file folders	\$	20	\$
For call-ups of 20,001 to 30,000 file folders	\$	30	\$
Additional 1,000 file folders on the same run	\$	1	\$
	<b>Price per hour</b>	<b>Quantity for Evaluation Purposes ONLY</b>	<b>Evaluated Price (Price per hour multiplied by the Quantity for Evaluation)</b>
Author's Alterations	\$	2	\$
<b>Sub-total B.1.b</b>			\$

**B.2 FIRST EXTENSION PERIOD:**

<b>B.2.a Folder A - Immigration Division File Folder</b>	<b>Price per thousand (\$/M)</b>	<b>Quantity for Evaluation Purposes ONLY</b>	<b>Evaluated Price (Price per thousand multiplied by the Quantity for Evaluation)</b>
For call-ups up to 5,000 file folders	\$	5	\$
For call-ups of 5,0001 file folders to 10,000 file folders	\$	10	\$
Additional 1,000 file folders on the same run	\$	1	\$
	<b>Price per hour</b>	<b>Quantity for Evaluation Purposes ONLY</b>	<b>Evaluated Price (Price per hour multiplied by the Quantity for Evaluation)</b>
Author's Alterations	\$	2	\$
<b>Sub-total B.2.a</b>			\$

<b>B.2.b Folder B - Case File Folder</b>	<b>Price per thousand (\$/M)</b>	<b>Quantity for Evaluation Purposes ONLY</b>	<b>Evaluated Price (Price per thousand multiplied by the Quantity for Evaluation)</b>
For call-ups up to 10,000 file folders	\$	10	\$
For call-ups of 10,0001 file folders to 20,000 file folders	\$	20	\$
For call-ups of 20,001 to 30,000 file folders	\$	30	\$
Additional 1,000 file folders on the same run	\$	1	\$
	<b>Price per hour</b>	<b>Quantity for Evaluation Purposes ONLY</b>	<b>Evaluated Price (Price per hour multiplied by the Quantity for Evaluation)</b>
Author's Alterations	\$	2	\$
<b>Sub-total B.2.b</b>			\$

### B.3 Second Option Period

B.2.a Folder A - Immigration Division File Folder	Price per thousand (\$/M)	Quantity for Evaluation Purposes ONLY	Evaluated Price (Price per thousand multiplied by the Quantity for Evaluation)
For call-ups up to 5,000 file folders	\$	5	\$
For call-ups of 5,0001 file folders to 10,000 file folders	\$	10	\$
Additional 1,000 file folders on the same run	\$	1	\$
	Price per hour	Quantity for Evaluation Purposes ONLY	Evaluated Price (Price per hour multiplied by the Quantity for Evaluation)
Author's Alterations	\$	2	\$
<b>Sub-total B.2.a</b>			\$

B.2.b Folder B - Case File Folder	Price per thousand (\$/M)	Quantity for Evaluation Purposes ONLY	Evaluated Price (Price per thousand multiplied by the Quantity for Evaluation)
For call-ups up to 10,000 file folders	\$	10	\$
For call-ups of 10,0001 file folders to 20,000 file folders	\$	20	\$
For call-ups of 20,001 to 30,000 file folders	\$	30	\$
Additional 1,000 file folders on the same run	\$	1	\$
	Price per hour	Quantity for Evaluation Purposes ONLY	Evaluated Price (Price per hour multiplied by the Quantity for Evaluation)
Author's Alterations	\$	2	\$
<b>Sub-total B.2.b</b>			\$

### Total Evaluated Price

Sub total 1.a + Sub-total 1.b + Sub-total 2.a + Sub-total 2.b + Sub-total 3.a + Sub-total 3.b = Total Evaluated Price

\$

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#### **B.4 PAPER ESCALATION CLAUSES (SOLICITATION AND STANDING OFFER)**

Offerors must complete the B.5 *P2011 - T - Escalation for Paper Clause* and include it with their Offer. If the Offeror does not complete and provide the B.5 *P2011 - T - Escalation for Paper Clause* with the Offer, no Escalation Clause will be included in the Standing Offer and no price escalation will be granted based on increased paper costs or increased clear cellulose acetate costs during the period of the Standing Offer.

Offerors must add or delete lines as required.

#### **P2011 T Escalation for Paper (Offerors must complete information)**

1. The resulting standing offer will contain a 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) cover stock : \_\_\_\_\_ lb. at a base transaction cost per Cwt. of \$ \_\_\_\_\_ and which represent \_\_\_\_\_ percent of the unit price(s).  
  
Brand name and paper supplier: \_\_\_\_\_.
  - (b) cover stock : \_\_\_\_\_ lb. at a base transaction cost per Cwt. of \$ \_\_\_\_\_ and which represent \_\_\_\_\_ percent of the unit price(s).  
  
Brand name and paper supplier: \_\_\_\_\_.
  - (c) Clear cellulose acetate : \_\_\_\_\_ lb. at a base transaction cost per Cwt. of \$ \_\_\_\_\_ and which represent \_\_\_\_\_ percent of the unit price(s).  
  
Brand name and 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).

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**P2011 C Escalation for Paper**

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 \_\_\_\_\_ (*end of the 30-day period after the issuance of the standing offer*). 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) cover stock : \_\_\_\_\_ lb. at a base transaction cost per Cwt. of \$ \_\_\_\_\_ and which represent \_\_\_\_\_ percent of the unit price(s).  
  
Brand name and paper supplier: \_\_\_\_\_.
  
  - (b) cover stock : \_\_\_\_\_ lb. at a base transaction cost per Cwt. of \$ \_\_\_\_\_ and which represent \_\_\_\_\_ percent of the unit price(s).  
  
Brand name and paper supplier: \_\_\_\_\_.
  
  - (c) Clear cellulose acetate : \_\_\_\_\_ lb. at a base transaction cost per Cwt. of \$ \_\_\_\_\_ and which represent \_\_\_\_\_ percent of the unit price(s).  
  
Brand name and 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.

Solicitation No. - N° de l'invitation  
86100-150513/A  
Client Ref. No. - N° de réf. du client  
86100-150513

Amd. No. - N° de la modif.  
File No. - N° du dossier  
cw010.86100-150513

Buyer ID - Id de l'acheteur  
CW010  
CCC No./N° CCC - FMS No./N° VME

## ANNEX "C"

### STANDING OFFER REPORTING

The Offeror must provide the following information, every three months, to the Standing Offer Authority

Please use the Standing Offer number in the Subject line and clearly indicate:

- The Standing Offer number for which the data is submitted;
- The period for which the data has been accumulated (start date to end date);
- The total spent to date.

Standing Offer 86100-150513			
Period of the report:			
Collator Code	Invoice Number	Quantity	Total Value of call-up (tax extra)

## ANNEX "D"

### Declaration of Convicted Offences

**A DECLARATION FORM IS ONLY REQUIRED WHEN A BIDDER OR ITS AFFILIATE IS UNABLE TO CERTIFY THAT THEY DO NOT HAVE A CONVICTION FOR LISTED OFFENCES.**

2003 Standard Instructions - Goods or Services - Competitive Requirements

For further information on the Standard Instructions - Goods or Services - Competitive Requirements visit the website:

[HTTPS://BUYANDELL.GC.CA/POLICY-AND-GUIDELINES/STANDARD-ACQUISITION-CLAUSES-AND-CONDITIONS-MANUAL/1/2003/20](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/20)

01 (2015-07-03) Integrity Provisions - Bid  
10. Declaration of Convicted Offences

Where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Bidder must provide with its bid the completed [Declaration Form](#), to be given further consideration in the procurement process.

Refer to: 2003 Standard Instructions - Goods or Services - Competitive Requirements  
01 (2015-07-03) Integrity Provisions - Bid

Subsections:

6. Canadian Offences Resulting in Legal Incapacity
7. Canadian Offences
8. Foreign Offences

**If applicable:**

- Please complete the declaration form and put in a **sealed envelope labeled Protected B** to the attention of Integrity, Departmental Oversight Branch, PWGSC, 11 Laurier Street, Place du Portage, Phase III, Tower A, 10A1 – room 108, Gatineau (Québec) Canada, K1A 0S5
- Include the sealed envelope with your bid submission.



## Declaration Form

This declaration form must be submitted as part of the [bidding process](#).

- Please complete the declaration form and put in a **sealed envelope labelled protected** to the attention of Integrity, Departmental Oversight Branch, PWGSC.
- Include the sealed envelope with your bid submission.

<b>Complete Legal Name of Company:</b>	
<b>Company's address:</b>	
<b>Company's PBN number:</b>	
<b>Bid number:</b>	
<b>Date of the bid: (YY-MM-DD)</b>	

Have you ever, as the bidder, your affiliates or as one of your directors, been convicted or have pleaded guilty of an offence in Canada or similar offence elsewhere under any of the following provisions <sup>1</sup> :	Yes	No	Comments
<b>Financial Administration Act</b> 80(1) d): False entry, certificate or return 80(2): Fraud against Her Majesty 154.01: Fraud against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Criminal Code</b> 121: Frauds on the government and contractor subscribing to election fund 124: Selling or Purchasing Office 380: Fraud - committed against Her Majesty 418: Selling defective stores to Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	
In the last 3 years, have you, as the bidder, your affiliates or one of your directors, been convicted or have pleaded guilty of an offence in Canada or elsewhere under any of the following provisions <sup>1</sup> :	Yes	No	Comments
<b>Criminal Code</b> 119: Bribery of judicial officers,... 120: Bribery of officers 346: Extortion 366 to 368: Forgery and other offences resembling forgery 382: Fraudulent manipulation of stock exchange transactions 382.1: Prohibited insider trading 397: Falsification of books and documents 422: Criminal breach of Contract 426: Secret commissions 462.31: Laundering proceeds of crime 467.11 to 467.13: Participation in activities of criminal organization	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Competition Act</b> 45: Conspiracies, agreements or arrangements between competitors 46: Foreign directives 47: Bid rigging 49: Agreements or arrangements of federal financial institutions	<input type="checkbox"/>	<input type="checkbox"/>	

<sup>1</sup> for which no pardon or equivalent has been received



## Declaration Form

52: False or misleading representation 53: Deceptive notice of winning a prize		
	<b>Yes</b>	<b>No</b>
	<b>Comments</b>	
<b>Corruption of Foreign Public Officials Act</b>		
3: Bribing a foreign public official	<input type="checkbox"/>	<input type="checkbox"/>
4: Accounting	<input type="checkbox"/>	<input type="checkbox"/>
5: Offence committed outside Canada	<input type="checkbox"/>	<input type="checkbox"/>
<b>Controlled Drugs and Substance Act</b>		
5: Trafficking in substance	<input type="checkbox"/>	<input type="checkbox"/>
6: Importing and exporting	<input type="checkbox"/>	<input type="checkbox"/>
7: Production of substance	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other Acts</b>		
239: False or deceptive statements of the Income Tax Act	<input type="checkbox"/>	<input type="checkbox"/>
327: False or deceptive statements of the Excise Tax Act	<input type="checkbox"/>	<input type="checkbox"/>

<b>Additional Comment</b>

I, (name) \_\_\_\_\_, (position) \_\_\_\_\_, of (company name-bidder) \_\_\_\_\_ authorise PWGSC to collect and use the information provided, in addition to any other information that may be required to make a determination of ineligibility and to publicly disseminate the results.

I, (name) \_\_\_\_\_, (position) \_\_\_\_\_, of (company name – bidder) \_\_\_\_\_ certify that the information provided in this form is, to the best of my knowledge, true and complete. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

We appreciate your interest in doing business with the Government of Canada and your understanding on the additional steps that we need to take to protect the integrity of PWGSC's procurement process.