



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions Travaux
publics et Services gouvernementaux Canada
Room 1650, 635 8th Ave. S.W.
Calgary
Alberta
T2P 3M3

Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

The referenced document is hereby revised; unless
otherwise indicated, all other terms and conditions of the
Offer remain the same.

Ce document est par la présente révisé; sauf indication
contraire, les modalités de l'offre demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services
Canada/Travaux publics et Services gouvernementaux
Canada
Room 1650, 635 8th Ave. S.W.
Calgary
Alberta
T2P 3M3

Title - Sujet Poly Bags		
Solicitation No. - N° de l'invitation 21530-152605/A		Date 2015-11-17
Client Reference No. - N° de référence du client 21530-152605		Amendment No. - N° modif. 001
File No. - N° de dossier CAL-5-38068 (134)	CCC No./N° CCC - FMS No./N° VME	
GETS Reference No. - N° de référence de SEAG PW-\$CAL-134-6382		
Date of Original Request for Standing Offer Date de la demande de l'offre à commandes originale		2015-11-09
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-01-06		Time Zone Fuseau horaire Mountain Standard Time MST
Address Enquiries to: - Adresser toutes questions à: Kuzyshyn, Oksana M.		Buyer Id - Id de l'acheteur cal134
Telephone No. - N° de téléphone (403) 613-3037 ()		FAX No. - N° de FAX (403) 292-5786
Delivery Required - Livraison exigée		
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Correctional Services Canada CORCAN, Drumheller Institution PO Box 3000 Highway 9 South Drumheller AB T0J 0Y0		
Security - Sécurité This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.		

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required Accusé de réception requis	Yes - Oui <input type="checkbox"/>	No - Non <input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
For the Minister - Pour le Ministre		

Solicitation No. - N° de l'invitation
21530-152605/A
Client Ref. No. - N° de réf. du client
21530-152605

Amd. No. - N° de la modif.
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Buyer ID - Id de l'acheteur
ca1134
CCC No./N° CCC - FMS No./N° VME

This is an administrative amendment only in order to post the French version of the solicitation to Buy and Sell.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION.....	3
1.1 INTRODUCTION	3
1.2 SUMMARY.....	3
1.3 DEBRIEFINGS.....	3
PART 2 - OFFEROR INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF OFFERS.....	4
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	4
2.4 APPLICABLE LAWS.....	4
PART 3 - OFFER PREPARATION INSTRUCTIONS	5
3.1 OFFER PREPARATION INSTRUCTIONS	5
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....	6
4.1 EVALUATION PROCEDURES	6
4.2 BASIS OF SELECTION.....	6
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION.....	7
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER	7
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	7
PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES.....	8
A. STANDING OFFER.....	8
6.1 OFFER	8
6.2 SECURITY REQUIREMENTS	8
6.3 STANDARD CLAUSES AND CONDITIONS	8
6.4 TERM OF STANDING OFFER	9
6.5 AUTHORITIES	9
6.6 IDENTIFIED USERS.....	10
6.7 CALL-UP INSTRUMENT	10
6.8 LIMITATION OF CALL-UPS.....	10
6.9 PRIORITY OF DOCUMENTS.....	10
6.10 CERTIFICATIONS	10
6.11 APPLICABLE LAWS.....	11
B. RESULTING CONTRACT CLAUSES	11
6.1 REQUIREMENT	11
6.2 STANDARD CLAUSES AND CONDITIONS	11
6.3 TERM OF CONTRACT.....	11
6.4 PAYMENT.....	11
6.5 INVOICING INSTRUCTIONS	12
6.6 INSURANCE.....	12
6.7 SACC MANUAL CLAUSES.....	12

Solicitation No. - N° de l'invitation
21530-152605/A
Client Ref. No. - N° de réf. du client
21530-152605

Amd. No. - N° de la modif.
File No. - N° du dossier
CAL-5-38068

Buyer ID - Id de l'acheteur
ca1134
CCC No./N° CCC - FMS No./N° VME

<u>ANNEX A</u>	13
<u>REQUIREMENT</u>	13
<u>ANNEX B</u>	14
<u>BASIS OF PAYMENT</u>	14
<u>ANNEX C</u>	15
<u>STANDING OFFER USAGE REPORT</u>	15

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Requirement, the Basis of Payment, the Standing Offer Usage Report, and any other annexes.

1.2 Summary

- 1.2.1 Correctional Service of Canada, CORCAN Industries, Drumheller Institution, Drumheller AB has a requirement for the supply and delivery of Clear Poly Bags as detailed herein as and when requested during the period of the Standing Offer, from the date of issuance to 31 December 2016, with two (2) additional one (1) year option years from 1 January 2017 to 31 December 2017 and 1 January 2018 to 31 December 2018.
- 1.2.2 The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Canada-Chile FTA, the Canada-Colombia FTA, the Canada-Panama FTA, 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 fifteen (15) working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

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>) 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

M0019T	Firm Price and/or Rates	2007-05-25
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 ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 Alberta

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: Technical Offer (one (1) hard copy)

Section II: Financial Offer (one (1) hard copy)

Section III: Certifications (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>). 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 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:

VISA _____
Master Card _____

- (b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

By submitting an offer, the Offeror certifies that they are able to meet the requirements as specified in Annex A – Requirement.

4.1.2 Financial Evaluation

4.1.2.1 Lowest evaluated price will be calculated as follows:

For each line item identified at Annex B – Basis of Payment, the estimated quantity will be multiplied by the unit price per bag provided on the bid for the Standing Offer Period, Option Year One and Option Year Two. The totals for each year will be summed. The total of all three years will be summed and this total equals the lowest evaluated price.

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

4.2 Basis of Selection

4.2.1 Basis of Selection

An offer must comply with the requirements 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.

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 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 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.

5.2.1 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.

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" 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" 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

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: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issuance of the Standing Offer to 31 December 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 an additional two (2) periods, from 1 January 2017 to 31 December 2017 and 1 January 2018 to 31 December 2018 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula 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 fifteen (15) days 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:

Name: Oksana Kuzyshyn
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Western
Address: 1650-635 8th Ave SW, Calgary, AB T2P 3M3

Telephone: 403- 613- 3037
Facsimile: 403- 292- 5786
E-mail address: oksana.kuzyshyn@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.

Solicitation No. - N° de l'invitation
21530-152605/A
Client Ref. No. - N° de réf. du client
21530-152605

Amd. No. - N° de la modif.
File No. - N° du dossier
CAL-5-38068

Buyer ID - Id de l'acheteur
ca1134
CCC No./N° CCC - FMS No./N° VME

6.5.3 Offeror's Representative

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Correctional Services Canada, CORCAN, Drumheller Institution, Drumheller, Alberta.

6.7 Call-up Instrument

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

6.8 Limitation of Call-ups

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

6.9 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2015-09-03), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A – Goods (Medium Complexity) (2015-09-03);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Standing Offer Usage Report;
- h) the Offeror's offer dated **TBD**.

6.10 Certifications

6.10.1 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.

6.11 Applicable Laws

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

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 (2015-09-03), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A (2015-09-03), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract will not apply to payments made by credit cards.

6.3 Term of Contract

6.3.1 Delivery Date

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

6.4 Payment

6.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified at Annex B – Basis of Payment, for a cost of \$ **TBD** at call up. 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 – Limitation of Price 2011-05-16

6.4.3 Multiple Payments

SACC Manual clause H1001C – Multiple Payments 2008-05-12

Solicitation No. - N° de l'invitation
21530-152605/A
Client Ref. No. - N° de réf. du client
21530-152605

Amd. No. - N° de la modif.
File No. - N° du dossier
CAL-5-38068

Buyer ID - Id de l'acheteur
ca1134
CCC No./N° CCC - FMS No./N° VME

6.4.4 Payment by Credit Card

The following credit cards are accepted: **TBD** and **TBD** .

6.5 Invoicing Instructions

6.5.1 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.

6.5.2 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.

6.6 Insurance

SACC Manual clause G1005C (2008-05-12) Insurance

6.7 SACC Manual Clauses

A9068C	Government Site Regulations	2010-01-11
B7500C	Excess Goods	2006-06-16

ANNEX A

REQUIREMENT

For the supply and delivery of the Items listed below for Correctional Services Canada, Drumheller Institution, Drumheller, Alberta.

ITEM	ITEM DESCRIPTION	UNIT OF ISSUE	QUANTITY PER YEAR
1.	19" x 29", 2 1/2 mil, clear poly bags - Must be on rolls with a maximum of 250/roll - Must have perforated tear off - Must be clean and free from grit and punctures. The bags are to be used for vacuum sealing pillows and must be able to compress and stay sealed. - The minimum quantity that could be called up is 5,000	EA	50,000
2.	36" x 89", 4 mil, clear poly bags - Must be on rolls with a maximum of 150/roll - Must have perforated tear off - Must be clean and free from grit and punctures. - The minimum quantity that could be called up is 500	EA	5,000
3.	53" x 96", 4 mil, clear poly bags - Must be on rolls with a maximum of 150/roll - Must have perforated tear off - Must be clean and free from grit and punctures. - The minimum quantity that could be called up is 150	EA	3,000
4.	78" x 102", 4 mil, clear poly bags - Must be on rolls with a maximum of 150/roll - Must have perforated tear off - Must be clean and free from grit and punctures. - The minimum quantity that could be called up is 100	EA	500
5.	84" x 104", 4 mil, clear poly bags - Must be on rolls with a maximum of 150/roll - Must have perforated tear off - Must be clean and free from grit and punctures. - The minimum quantity that could be called up is 100	EA	500

Solicitation No. - N° de l'invitation
21530-152605/A
Client Ref. No. - N° de réf. du client
21530-152605

Amd. No. - N° de la modif.
File No. - N° du dossier
CAL-5-38068

Buyer ID - Id de l'acheteur
cal134
CCC No./N° CCC - FMS No./N° VME

ANNEX B

BASIS OF PAYMENT

1. All prices are FOB-Destination, Applicable Taxes excluded.
2. Prices quoted must include all shipping charges to the location.
3. Estimates are provided for evaluation purposes only.
4. Delivery Location:
CORCAN Drumheller Institution
PO Box 3000
Drumheller, AB
T0J 0Y0

ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITY PER YEAR	STANDING OFFER PERIOD UNIT PRICE PER BAG	OPTION YEAR 1 UNIT PRICE PER BAG	OPTION YEAR 2 UNIT PRICE PER BAG
1.	19" x 29", 2 1/2 mil, clear poly bags	50,000			
2.	36" x 89", 4 mil, clear poly bags	5,000			
3.	53" x 96", 4 mil, clear poly bags	3,000			
4.	78" x 102", 4 mil, clear poly bags	500			
5.	84" x 104", 4 mil, clear poly bags	500			
		Total per year			

Solicitation No. - N° de l'invitation
21530-152605/A
Client Ref. No. - N° de réf. du client
21530-152605

Amd. No. - N° de la modif.
File No. - N° du dossier
CAL-5-38068

Buyer ID - Id de l'acheteur
cal134
CCC No./N° CCC - FMS No./N° VME

ANNEX C

STANDING OFFER USAGE REPORT

Return to:

Facsimile: (403) 292-5786
Email: WST.PA-CAL@pwgsc-tpsgc.gc.ca

The usage reports must be submitted no later than fifteen (15) calendar days after the end of the reporting period.

SUPPLIER: _____ (TBD)

STANDING OFFER NO: 21530-152605 Clear Poly Bags

DEPARTMENT OR AGENCY: Correctional Services Canada, Drumheller, AB

REPORTING PERIOD: ☐ April 1 to June 30 ☐ July 1 to September 30
☐ October 1 to December 31 ☐ January 1 to March 31

Call-up No.	Description	Value of each call-up (GST included)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
Total Dollar Value Call-ups for this reporting period:		

NIL REPORT: We have not done any business with the federal government for this period ☐

PREPARED BY:

NAME: _____ TELEPHONE No.: _____

SIGNATURE: _____ DATE: _____