

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Travaux publics et Services gouvernementaux
Canada**

**Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7 ième étage**

Montréal

Québec

H5A 1L6

FAX pour soumissions: (514) 496-3822

Request For a Standing Offer Demande d'offre à commandes

Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address**Raison sociale et adresse du fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7^e étage
Montréal
Québec
H5A 1L6

Title - Sujet RMSO: Bulk road salt	
Solicitation No. - N° de l'invitation E6MON-160004/A	Date 2016-08-25
Client Reference No. - N° de référence du client E6MON-16-0004	GETS Ref. No. - N° de réf. de SEAG PW-\$MTA-309-14003
File No. - N° de dossier MTA-6-39117 (309)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-10-05	Time Zone Fuseau horaire Heure Avancée de l'Est HAE
Delivery Required - Livraison exigée .	
Address Enquiries to: - Adresser toutes questions à: Paradis, Mary	Buyer Id - Id de l'acheteur mta309
Telephone No. - N° de téléphone (514)496-3874 ()	FAX No. - N° de FAX (514)496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA TOUS LES MINISTÈRES ET ORGANISMES Québec Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	RMSO: Bulk road salt Supply upon request bulk road salt to all Federal departments and Agencies in the Province of Quebec. • In accordance to the following annexes: Annexe A - Statement of requirement Annexe B- Basis of payment Annexe C- Security requirements for Correctional Services Canada Only - General discipline and internal Security. Annexe D- Delivery addresses for the Correctional Services Canada and Department of National Defence Canada. Annexe E - Quarterly period report	E6MON	E6MON	1	LOT	\$	XXXXXXXXXXXX			

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E6MON-160004/A
Client Ref. No. - N° de réf. du client
E6MON-160004

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA 6-39117

Buyer ID - Id de l'acheteur
MTA 309
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into 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 and Additional Information: includes the certifications and additional information to be provided; |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses: |
- 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include:

- Annex A - Statement of Requirement
- Annex B - Basis of Payment
- Annex C - Security requirements for Correctional Services Canada Only-General discipline and internal Security
- Annex D - Delivery addresses for the Correctional Services Canada and Department of National Defence Canada
- Annex E - Quarterly period report

1.2 Summary

Regional Master Standing Offer to supply and deliver on an as- and- when required basis of bulk road salt as described at Annex A – Statement of Requirement, which will form an integral part of this Request for Standing offer and the resulting Standing Offer.

Required for all Federal departments and agencies in the Quebec region. The main destination points are indicated at Annex D- Delivery addresses for the Correctional Services Canada and Department of National Defence Canada.

The period of the Regional Master Standing Offer is for **one year** firm from the date of issue. Canada reserves the right to exercise **two** supplementary years of 12 months each, as an option, in accordance to the same terms and conditions as the Standing offer.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA) and the Agreement on Internal Trade (AIT).

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer, as specified at Annex C and are applicable to the Correctional Services Canada Institutions only.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006 \(2016-04-04\) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements](#), are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

2.1.1 SACC Manual clause

B4024T	No substitute products	2006-08-15
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 **7 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 Improvement of Requirement during solicitation period

Should bidders consider that the specifications or Statement of requirement contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of completion nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **7 calendar days** before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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 the Province of Quebec.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

Section I: Technical Offer (2 hard copies)
Section II: Financial Offer (1 hard copy)
Section III: Certifications (2 hard copies)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: 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 Annexe 'B' - Basis of Payment". The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices – Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete the information below, to identify which ones are accepted.

If the information below is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

The Offeror accepts to be paid by any of the following Electronic Payment Instruments:

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$ 25M)

3.1.2 Exchange Rate Fluctuation

C3011T 2013-11-06 , Exchange Rate Fluctuation

Section III: Certifications

Offerors must submit the certifications and additional information 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

All the following mandatory criteria will be taken into consideration to evaluate each of the offers received:

- a. Acceptance of other terms and conditions as mentioned in the bid solicitation;
- b. Completion of the solicitation document.
- c. The offers must be in technical conformity with the specifications provided in Annex "A " – Statement of Requirement.

Note 1:

To be considered, at the closing date and hour of the Request for Standing offer, all these criteria have to be respected in their offer in order to facilitate the financial evaluation.

Note 2:

Only those offerors who meet all the mandatory criteria of this Request for Standing offer document will be subject to further evaluation.

4.1.2 Financial Evaluation

The offerors must present their financial offer in conformance to Annex 'B' – Basis of Payment. The applicable taxes must be indicated separately.

4.1.2.1 Mandatory Financial Evaluation

- a. Compliance with the methods for setting the proposed prices.
- b. The offeror must submit firm prices in Annex 'B' – Basis of payment, for all 3 years (1 year firm and 2 option years) by Institution.

Note: Offerors are not required to offer prices for all of the institutions listed in Annex 'B'.

We understand that not all offerors can cover all of the institutions due to geographical limitations.
All transport charges /delivery and duty fees (if applicable) must be included in the pricing.
All applicable taxes are extra.

SACC Manual Clause

M0222T 2016-01-28 Evaluation of Price - Canadian/Foreign Offerors
M0220T 2016-01-28 Evaluation of Price – Offer
M0019T 2007-05-25 Firm Price and/or Rates

4.2 Evaluation of price

The prices listed in Annex B – Basis of payment, will be evaluated as follows:

The extended price is the quantity of the item multiplied by the firm price per year for the first year + 2 option year, for a total of 3 years.

For each institution, the evaluated aggregate price (all applicable taxes extra) will be the total prices of the 3 years.

The total evaluated Standing Offer price (all applicable taxes extra) will be calculated in the following manner:

- 1) per institution and
- 2) per aggregate price (For calculation purposes, when the offeror does not offer prices for some sectors and Institutions, the prices offered by the offeror with the highest price will be taken into consideration.

4.3 Basis of Selection

Basis of Selection - Mandatory Technical Criteria Only

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 compliant offer with the lowest evaluated price on an institution by institution basis will be recommended for the issuance of a Standing Offer.

Canada anticipates issuing one to several Regional Master Standing Offers to offerors who meet all the requirements of the Request for Regional Master Standing Offer, since not all offerors can cover all the required Institutions depending on their geographical location.

Therefore, more than one Standing Offer could be issued. However, if the financial evaluation demonstrates that it is not advantageous to issue multiple Standing Offers, we reserve the right to recommend the issuance of one Standing Offer based on the lowest aggregate evaluated price.

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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), 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 – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There are security requirements associated with the requirement of the Standing Offer, as specified at Annex C and is applicable to the Correctional Services Canada Institutions only.

PART 7- STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

7.2.1 There are security requirements associated with the requirement of the Standing Offer, as specified at Annex C and is applicable to the Correctional Services Canada Institutions only.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

[2005](#) [2016-04-04](#) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

Periodic Usage Reports - Standing Offer

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

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "A". 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.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is for **one year** from the date of issue.

7.4.2 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 periods of one year each**, 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 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" – Statement of requirement of the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: MARY PARADIS
Title: CONTRACTING OFFICER
Public Works and Government Services Canada
Directorate: SUPPLY AND REMUNERATION
Address: 800 RUE DE LA GAUCHETIÈRE, OUEST,
PLACE BONAVENTURE, SOUTH EAST PORTAL
7th FLOOR, MONTREAL, QC

Telephone: (514) 496-3874
Facsimile: (524) 496-3822
E-mail address: mary.paradis@pwgsc.gc.ca

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

7.5.2 Contact at Customer Department

(To be completed by Canada at the time of award)

For all information related to invoicing and /or payments you may communicate with:

Customer department: The Department of National Defence

Name: _____

Telephone number: _____

Fax number: _____

E-mail: _____

7.5.3 Offeror's Representative

General enquiries:

Name: _____

Title: _____

Telephone: _____ - _____ - _____

Facsimile: _____ - _____ - _____

E-mail address: _____

Delivery follow-up:

Name: _____

Title: _____

Telephone: _____ - _____ - _____

Facsimile: _____ - _____ - _____

E-mail address: _____

7.6 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are: Federal department and agencies in the Quebec region.

The Montreal Region and areas

The territory of the Western Quebec Region extends westward to the Ontario border from a line joining Sherbrooke, Trois-Rivières and Montreal (excluding the National Capital Region); the entire north of the province is included, and in the south, the line that runs to the US border. The main destination points are indicated at Annex D.

The Quebec region and areas

The territory of the Eastern Quebec Region is comprised to the Greater Quebec City including Valcartier, Donnacona and areas. The main destination points are indicated at Annex D.

7.7 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*.

IMPORTANT: Before placing call-ups to the Standing offers, the user responsible must first consider their requirements, their geographical location and check to see if the offeror has identified himself as being the supplier in that sector, before opting for the Standing Offer with the lowest price that corresponds to their requirements.

7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$30,000.00** (Applicable Taxes included).

7.9 Priority of Documents

If there is a discrepancy between the wordings 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 2016-04-04 , General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A 2016-04-04, General Conditions – Goods (Medium Complexity) ;
- e) Annex A, Statement of Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirement – General discipline and Internal Security (for Correctional Services Canada Only);
- h) Annex D, Delivery addresses for the Correctional Services Canada and Department of National Defence Canada;
- i) Annex E, Quarterly report;
- j) the Offeror's offer dated _____ (insert date of the offer).

7.10 Certifications and Additional Information

7.10.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

7.11 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 _____. (*The name of the province or territory as specified by the Offeror in its offer, if applicable, will be inserted here by Canada*).

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.

7.1 Statement of Requirement

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010A 2016-04-04, General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

(The following clause will be inserted by Canada when payment by credit cards is accepted by the Offeror).

Section 16, Interest on Overdue Accounts, of 2010A 2016-04-04, General Conditions – Goods (Medium complexity) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Delivery Date

Delivery must be completed in accordance to the instructions of the call-up against the Standing Offer and be made within a maximum delay of (3) calendar days for stock items and within (10) calendar days for non-stocked items, from receipt of a call-up.

7.4 Payment

7.4.1 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 prices,, as specified in Annex B – Basis of Payment .

7.4.2 Limitation of Price

SACC Manual clause C6000C 2011-05-16 Limitation of Price

7.4.3 SACC Manual Clauses

H1000C 2008-05-12 Single Payment

7.4.4 SACC Manual Clauses

C2000C	2007-11-30	Taxes – Foreign-based Contractor
C2605C	2008-05-12	Canadian Customs Duties and Sales Tax –Foreign-based Contractor
A2000C	2006-06-16	Foreign Nationals (Canadian Contractor)
A2001C	2006-06-16	Foreign Nationals (Foreign Contractor)

7.5 Electronic Payment of Invoices – Call-up

The contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled «Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - . The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.7 Insurance

SACC Manual clause
G1005C 2016-01-28 Insurance - No Specific Requirement

7.8 Shipping Instructions – Delivery

Shipping Instructions – Delivery at destination.

Goods must be consigned to the destination specified in the Call-up and delivered:

FCA Free Carrier at **(All federal departments and agencies in the Quebec region. See Annex D – Addresses for the Correctional Services of Canada and Department of National Defence Canada).** Incoterms 2000 for shipments from a commercial contractor.

7.9 SACC Manual Clauses

B7500C 2006-06-16 Excess Goods

ANNEX "A"
STATEMENT OF WORK

TITLE: PURCHASE AND DELIVERY OF BULK ROAD SALT (SODIUM CHLORIDE TYPE 1)

To supply on an as and when requested basis, bulk road salt (sodium chloride Type 1) to de-ice the Roads. Required for Federal Departments and Agencies and in particular for the Correctional Services of Canada Institutions and the Department of National Defence located in the Province of Quebec.

This bulk road salt (Sodium Chloride Type 1, Pavement De-Icer) must comply with Canadian General Standards Board standard CAN/CGSB 15.9-92 dated November 1, 1992.

The sodium chloride must not contain any gravel, clay, minerals or foreign materials that could cause Caking or clumping.

Anti-caking additives must not materially alter the properties of the salt.

Requirements for Bulk Road Salt*		
Parameter	Minimum	Maximum
Water content (% by mass)	-	1.5
Sodium Chloride (% by mass)	93%	-
12.5 mm mesh	100	-
10 mm mesh	95	100
5 mm mesh	20	90
2.5 mm mesh	10	60
630 mm mesh		11

* According to the 'Code of practice for the environmental management of road salt' dated April 3, 2004 of the Government of Canada.

Shipping instructions:

- Delivery in bulk at the client's site.
- Unloading at the location specified by the Minister's representative.

Estimation of annual quantities in metric tons are listed below for the following federal departments:

The Department of National Defence:

Montreal (Longue-Pointe Garrison):	600 MT
Farnham Garrison:	300 MT
St-Jean Garrison:	300 MT
St-Hubert Complex:	300 MT
RDDC Valcartier:	300 MT
Valcartier Garrison	500 MT

Solicitation No. - N° de l'invitation
E6MON-160004/A
Client Ref. No. - N° de réf. du client
E6MON-160004

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA 6-39117

Buyer ID - Id de l'acheteur
MTA 309
CCC No./N° CCC - FMS No./N° VME

Correctional Services of Canada Institutions: 200 MT per Institution

Montée St- Francois
Federal Training Center
Leclerc Institution
Archambault Institution
Ste Anne des Plaines Institution
Drummond Institution
Cowansville Institution
Donnacona Institution

ANNEX "B" BASIS OF PAYMENT

NOTE TO OFFERORS:

1. The offeror must submit firm prices on the table below, for all 3 years (1 year firm and 2 option years) by Institution.
Note: Offerors are not required to offer prices for all of the institutions listed in Annex 'B'. We understand that not all offerors can cover all of the institutions due to geographical limitations.
2. All transport charges /delivery and duty fees (if applicable) must be included in the pricing.
3. All applicable taxes are extra
4. The prices of the items listed in the table below do not include taxes.

The purchase of bulk road salt

Institution No	Sector	Estimated quantity per year	Unit of distribution Metric ton MT	Firm Unit price	Firm Unit price	Firm Unit price	Total
				Year 1	Year 2	Year 3	Years 1 + 2 + 3
				<u>Firm</u> 2016-2017	<u>Optional</u> 2017-2018	<u>Optional</u> 2018-2019	
	Sector Island of Montreal						
1	DND – Longue- Pointe Garrison	600	MT	\$_____/mt	\$_____/mt	\$_____/mt	\$_____
	Sector North of Montreal		MT				
2	SCC – Montée St- François Institution	200	MT	\$_____/mt	\$_____/mt	\$_____/mt	\$_____
3	SCC- Federal Training Center	200	MT	\$_____/mt	\$_____/mt	\$_____/mt	\$_____
4	SCC- Leclerc Institution	200	MT	\$_____/mt	\$_____/mt	\$_____/mt	\$_____
5	SCC- Archambault Institution	200	MT	\$_____/mt	\$_____/mt	\$_____/mt	\$_____
6	SCC-Ste Anne des Plaines Institution	200	MT	\$_____/mt	\$_____/mt	\$_____/mt	\$_____

Institution No	Sector	Estimated quantity per year (in metric tons)	Unit of distribution	Firm Unit price	Firm Unit price	Firm Unit price	Total Years 1 + 2 + 3
				Year 1 <u>Firm</u> 2016-2017	Year 2 <u>Optional</u> 2017-2018	Year 3 <u>Optional</u> 2018-2019	
	Sector South of Montreal						
7	DND– Farnham Garrison	300	MT	\$_____/mt	\$_____/mt	\$_____/mt	\$_____
8	DND- St. Jean Garrison	300	MT	\$_____/mt	\$_____/mt	\$_____/mt	\$_____
9	DND- Complexe St. Hubert	300	MT	\$_____/mt	\$_____/mt	\$_____/mt	\$_____
10	SCC – Drummond Institution	200	MT	\$_____/mt	\$_____/mt	\$_____/mt	\$_____
11	SCC – Cowansville Institution	200	MT	\$_____/mt	\$_____/mt	\$_____/mt	\$_____
	Sector Quebec region		MT				
12	DND – RDDC Valcartier	300	MT	\$_____/mt	\$_____/mt	\$_____/mt	\$_____
13	DND – Valcartier Garrison	500	MT	\$_____/mt	\$_____/mt	\$_____/mt	\$_____
14	SCC – Donnacona Institution	200	MT	\$_____/mt	\$_____/mt	\$_____/mt	\$_____

Please complete the following as it is required for information purposes only:

Minimum quantity per call-up:

A minimum quantity of _____ metric tons is guaranteed at each call-up.

ANNEX "C"
SECURITY REQUIREMENTS – GENERAL DISCIPLINE AND INTERNAL SECURITY

APPLIES TO CORRECTIONAL SERVICES CANADA ONLY.
INSTITUTIONS LOCATED IN THE MONTREAL AND SURROUNDING AREAS SUCH AS: LAVAL,
DRUMMONDVILLE, COWANSVILLE, STE-ANNE-DES-PLAINES.

INSTITUTIONS LOCATED IN QUEBEC AND THE SURROUNDING AREAS SUCH AS: QUEBEC
METROPOLITAIN, DONNACONA.

All of the contractor's and/or subcontractors' employees who need to access CSC facilities must complete the security clearance form CSC/SCC 1279. CSC reserves the right to turn away any of these employees who do not meet CSC's minimum security standards. The supplier shall not receive any financial compensation for employees who are refused access.

- 1) An identity card is mandatory to have access to these establishments and,
- 2) Only (1) truck at a time will be accepted. Consequently, it is possible that the driver will have to wait to have access to the delivery terminal.

GENERAL DISCIPLINE AND INTERNAL SECURITY:

All security rules, regulations and procedures applicable to CSC public servants are also applicable to the Contractor and its employees.

The Contractor promises and agrees to comply with all standing orders and other regulations in force in areas in which work will take place and which concern personal safety or property protection.

When a Contractor's employee witnesses an illicit or illegal act by one or more inmates, s/he must immediately inform a CSC employee and complete a written report about the incident, for his/her own safety and in compliance with CSC security rules. S/he may also be called as a witness at a hearing, if necessary.

The Contractor shall ensure that the people it employs directly or indirectly to provide the services under this Contract are aware of sections 25 and 129 of the Criminal Code. Section 118 states that a person who refuses, without reasonable excuse, to assist a public officer or peace officer in the execution of his duty, after having reasonable notice that he is required to do so, or who obstructs the officer in the execution of his duties, is guilty of an indictable offence. Section 25 allows a person with just cause to use necessary force to assist a peace officer or public officer. Sections 25 and 129 of the Criminal Code are listed below.

Excerpt from the Criminal Code:

Protection of persons administering and enforcing the law

25.(1) (Protection of persons acting under authority) Everyone who is required or authorized by law to do anything in the administration or enforcement of the law:

- a) as a private person,
- b) as a peace officer or public officer,
- c) in aid of a peace officer or public officer, or
- d) by virtue of his office, is, if he acts on reasonable grounds, justified in doing what he is required or authorized to do and in using as much force as is necessary for that purpose.

25.(2) (Idem) Where a person is required or authorized by law to execute a process or to carry out a sentence, that person or any person who assists him is, if that person acts in good faith, justified in executing the process or in carrying out the sentence notwithstanding that the process or sentence is defective or that it was issued or imposed without jurisdiction or in excess of jurisdiction.

25.(3) (When not protected) Subject to subsections (4), a person is not justified for the purposes of subsection (1), in using force that is intended or is likely to cause death or grievous bodily harm unless the person believes on reasonable grounds that it is necessary for the self-preservation of the person or the preservation of any one under that person's protection from death or grievous bodily harm.

25.4 (When protected) A peace officer who is proceeding lawfully to arrest, with or without a warrant, a person for an offence for which the person may be arrested without warrant, and every person lawfully assisting the peace officer, is justified, if the person to be arrested takes flight to avoid arrest, in using the force necessary to prevent the flight if it cannot be prevented by reasonable means in a less violent manner.

129 (Offences relating to peace officers)

Every one who:

- a) resists or wilfully obstructs a public officer or peace officer in the execution of his duty or any person lawfully acting in aid of such an officer,
- b) omits, without reasonable excuse, to assist a public officer or peace officer in the execution of his duty in arresting a person or in preserving the peace, after having reasonable notice that he is required to do so, or
- c) resists or wilfully obstructs any person in the lawful execution of a process against lands or goods or in making a lawful distress or seizure, is guilty of
- d) an indictable offence and liable to imprisonment for a term not exceeding two years, or
- e) an offence punishable on summary conviction.

Excerpt of the Corrections and Conditional Release Act.

Summary conviction offences

45 Every person commits a summary conviction offence who:

- a) is in possession of contraband beyond the visitor control point in a penitentiary;
- b) is in possession of anything referred to in paragraph (b) or (c) of the definition "contraband" in section 2 before the visitor control point at a penitentiary;
- c) delivers contraband to, or receives contraband from, an inmate;
- d) without prior authorization, delivers jewellery to, or receives jewellery from an inmate; or
- e) trespasses at a penitentiary.

CONTRABAND:

- a) Intoxicants;
- b) weapons or components thereof, ammunition or anything designed to kill, injure or disable a person or that can be altered or assembled for such purpose when possessed without prior authorization;
- c) explosives, bombs or components thereof;
- d) currency over any applicable prescribed limit, when possessed without prior authorization, and
- e) any other unauthorized item that could jeopardize the security of a penitentiary or the safety of persons.

SPECIAL CLAUSES:

It is a term of the Contract that no former public office holder who is not in compliance with the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from it; and that throughout its duration, any person engaged in the course of carrying out the Contract shall conduct themselves in compliance with the principles of the Conflict of Interest and Post-employment Code for Public Office Holders. Should any such interest be acquired during the life of the Contract that would cause a conflict of interest, or seem to cause a departure from the principles of the Code, the Contractor shall immediately inform a Department representative.

PERSONAL INFORMATION PROTECTION:

All information created by Government of Canada employees for the activities under the present Contract, and all information provided to the CSC by the Contractor regarding said activities, shall be subject to the Privacy Act and the Access to Information Act.

The Privacy Act applies to all personal information supplied by the Contractor by any means regarding all services provided under this contract.

It is understood and agreed that all information obtained, searches made and work documents, reminders and final or other reports, completed for this contract, shall be submitted to the department and become the exclusive property of the department. The beneficiary may not use nor divulge this information without the written consent of the department.

ANNEX "D"
**DELIVERY ADDRESSES FOR THE CORRECTIONAL SERVICES OF CANADA AND THE
DEPARTMENT OF NATIONAL DEFENCE CANADA**

CORRECTIONAL SERVICES CANADA	CORRECTIONAL SERVICES CANADA
Montée St-François Institution 600 Montée St-François Laval, Qc H7C 1N7	Archambault Institution 242 Montée Gagnon Ste-Anne-des-Plaines, Qc J0N 1H0
Ste-Anne des Plaines Institution 244, Montée Gagnon Ste-Anne-des-Plaines, Qc J0N 1H0	Donnacona Institution 1538 Route 138 Donnacona, Qc G0A 1T0
Drummond Institution 2025, boul Jean de Bréboeuf Drummondville, Qc J2B 4T5	Cowansville Institution 400, rue Fordyce Cowansville, Qc J2K 3N7
Federal Training Center South-West Entrance (Gate) 205, Montée St-François Laval, Qc H7P 1P1 IMPORTANT: All vehicles delivering at the Federal Training Center must not exceed the maximum height of 11'4".	Leclerc Institution 400, Montée St-François Laval, Qc H7C 1S7
THE DEPARTMENT OF NATIONAL DEFENCE	THE DEPARTMENT OF NATIONAL DEFENCE
The Longue Pointe Montreal Garrison Service du Génie 6769 rue Notre-Dame, est Montreal, Qc H1N 3R2	Complexe St-Hubert Chemin de la Savane St-Hubert, Qc
Farnham Garrison 1211 rue Principale Farnham, Qc J2N 1L1	RDDC Valcartier Groupe Transport 2459, boul. Pie X1 Nord Québec, Qc G3J 1X5
St. Jean Garrison Service Génie Hangar 102, Richelain, Qc J0J 1R0	Valcartier Garrison Section Route et Terrains Bâtisse no. 6 Valcartier, Qc G0A 4Z0

**THE HOURS FOR THE RECEIPT OF DELIVERY AT THE CORRECTIONAL SERVICES CANADA ARE
AS FOLLOWS:**

FROM MONDAY TO FRIDAY (EXCEPT FOR HOLIDAYS)
FROM 08H00 TO 11H30 AND 13H00 TO 15H30

ANNEX "E"
QUARTERLEY REPORT – (Example only)

1st quarter: May 1, 2015 to July 31, 2015

RMSO	Firm name	Departments	Qty of order	Total Value per dept.	Total Value per period
E6MON-XXXXX/A	XXXX	DND-Mtl	10	10,000 \$	
		DND-Valcartier	12	5,000 \$	15,000 \$
		SCC- Laval	15	20,000 \$	
		SCC-Drummond	14	33,400 \$	53,400 \$

CUMULATIF: 68,400 \$

INSTITUTIONAL ACCESS CPIC CLEARANCE REQUEST

ACCÈS À UN ÉTABLISSEMENT DEMANDE DE VÉRIFICATION DU DOSSIER AU CIPC

PLEASE PRINT INFORMATION CLEARLY - VEUILLEZ ÉCRIRE EN LETTRES MOULÉES

Institution – Établissement	Request received Demande reçue le	Date (YYYY/MM/DD) – (AAAA/MM/DD)	PUT AWAY ON FILE CLASSER AU DOSSIER	3170-12
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A. PERSONAL INFORMATION – RENSEIGNEMENTS PERSONNELS

Surname Nom de famille		Full name (no nicknames or initials) Nom au complet (pas de surnoms ou d'initiales)		Maiden name (if applicable) Nom de jeune fille (s'il y a lieu)
Date of birth (YYYY/MM/DD) Date de naissance (AAAA/MM/JJ)	Place of birth – Lieu de naissance City/Town – Ville ou municipalité	Province/State – Province ou état	Country – Pays	

B. PHYSICAL DESCRIPTION – DESCRIPTION PHYSIQUE

Male Homme	Female Femme	Height – Grandeur	Weight – Poids	Eye color – Couleur des yeux	Hair color – Couleur des cheveux
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C. ADDRESS – ADRESSE

Street – Rue	City/Town – Ville ou municipalité	Province	Postal Code - Code postal	Telephone number – Numéro de téléphone
				Home – Domicile Work – Bureau
Representing (name of company/organization) – Représente (nom de la compagnie ou de l'organisation)				

D. GENERAL INFORMATION – RENSEIGNEMENTS GÉNÉRAUX

1.	Have you ever been convicted of a criminal offence for which you have not been granted a pardon, or an offence for which you have been granted a pardon and such a pardon has been revoked? Avez-vous déjà été reconnu coupable d'une infraction criminelle pour laquelle on ne vous a pas octroyé un pardon ou d'une infraction pour laquelle on vous a octroyé un pardon qui a été révoqué?	Yes Oui	No Non	
2.	Do you personally know of any person incarcerated in a correctional facility? Connaissez-vous personnellement une personne qui est incarcérée dans un établissement correctionnel?	If so, provide names - Si oui, fournir son nom : <div></div>	Yes Oui	No Non
3.	Do you have any reason to believe coming into contact with this person could pose a risk to your or their personal safety? Avez-vous des raisons de croire que le fait d'entrer en contact avec cette personne pourrait présenter un risque pour votre sécurité personnelle ou la sienne ?	Yes Oui	No Non	
4.	Are you related/associated to an inmate or on an inmate's visiting list? Êtes-vous apparenté ou associé à un détenu ou inscrit sur la liste des visiteurs d'un détenu?	Yes Oui	No Non	

If you have answered YES to any of the above, please explain below. – Si vous avez répondu OUI à une des questions ci-dessus, veuillez fournir une explication ci-après.

E. SIGNATURE (When sections A to E are filled out completely, please return the completed form to the institution for approval.)

(Une fois que les sections A à E ont été remplies, veuillez retourner le formulaire dûment rempli à l'établissement aux fins d'approbation.)

In making this application, I hereby give the Correctional Service of Canada my consent to use the information provided on this form to conduct such inquiries with police authorities as may be necessary to ascertain my suitability. Finally, I acknowledge that the Correctional Service of Canada has no responsibility for any harm that may come to me in the course of my activities, except where such harm is a direct result of negligence on the part of an employee(s) of the Service.

NOTE: Access may be denied for submitting false information. Passes may be issued for those receiving clearance and approval.

En soumettant la présente demande, j'autorise le Service correctionnel du Canada à se servir des renseignements fournis dans le formulaire afin de mener, auprès des services de police, toute enquête jugée nécessaire pour vérifier mon admissibilité. Par ailleurs, je conviens que le Service correctionnel du Canada ne peut être tenu responsable d'un préjudice subi dans le cadre de mes activités sauf si ce préjudice est directement attribuable à la négligence d'un ou de plusieurs employés du Service.

NOTA : Tout demandeur qui fournit de faux renseignements peut se voir refuser l'accès à l'établissement. Un laissez-passez peut être émis aux demandeurs dont la demande d'accès est approuvée.

Applicant's signature – Signature du demandeur

Date (YYYY/MM/DD) - (AAAA/MM/JJ)

F. FOR OFFICE USE ONLY – RÉSERVÉ AU SCC

Reason for clearance – Motif justifiant la demande d'accès

Department making the request (please print) Unité qui soumet la demande (en lettres moulées s.v.p.)	Signature of Division Head Signature du chef de la division	Date (YYYY/MM/DD) - (AAAA/MM/JJ)
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No criminal record
Aucun casier

A possible criminal record #:
Numéro du casier judiciaire

Last entry:
Dernière entrée :

An outstanding warrant/charge held by:
Auteur du mandat non exécuté/accusation en instance :

SIGNATURES

The individual has been advised. – Le demandeur a été informé de la décision.

Approved Approuvée	Not approved Non approuvée	Yes Oui	No Non	By: Par :
Security Intelligence Officer Agent de renseignements de sécurité	Institutional Head Directeur de l'établissement	Date (YY/MM/DD) (AA/MM/JJ)	Visit Review Board Comité des visites	Date (YY/MM/DD) (AA/MM/JJ)