

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: WOOD AND CONSTRUCTION MAT.	
Solicitation No. - N° de l'invitation E6MON-160010/A	Date 2017-01-19
Client Reference No. - N° de référence du client E6MON-16-0010	GETS Ref. No. - N° de réf. de SEAG PW-\$MTA-060-14199
File No. - N° de dossier MTA-6-39325 (060)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-11-14	Time Zone Fuseau horaire Heure Normale du l'Est HNE
Delivery Required - Livraison exigée .	
Address Enquiries to: - Adresser toutes questions à: Brunet, Luc	Buyer Id - Id de l'acheteur mta060
Telephone No. - N° de téléphone (514)496-3370 ()	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 fédéraux Région du 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

Solicitation No. - N° de l'invitation
E6MON-160010/A
Client Ref. No. - N° de réf. du client
E6MON-160010

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-6-39325

Buyer ID - Id de l'acheteur
MTA060
CCC No./ N° CCC - FMS No/ N° VME

TITLE:

<p>REQUEST FOR A MASTER STANDING OFFER FOR WOOD AND CONSTRUCTION MATERIAL PRODUCTS.</p>
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You will find three (3) Requests for Standing Offers, for four (4) months each, identified as follows: E6MON-160010/A, /01/A et /02/A to be returned by the date and time shown.

Attached is a schedule of closing dates to help you follow up this file.

Your first bid 01/A must be received at our offices by 2:00 p.m. (EAST) March 14, 2017, for the first period; such as; April, May, June and July 2017.

For any additional information, please do not hesitate to communicate with Luc Brunet (514-496-3370).

Solicitation No. - N° de l'invitation
E6MON-160010/A
Client Ref. No. - N° de réf. du client
E6MON-160010

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-6-39325

Buyer ID - Id de l'acheteur
MTA060
CCC No./ N° CCC - FMS No/ N° VME

SCHEDULE OF BID CLOSING DATES

BID CLOSING TIME: 2:00 P.M.

REFERENCE # FILE: MTA-6-39325

REFERENCE # BID: E6MON-160010

USERS: ALL FEDERAL
DEPARTMENTS AND
AGENCIES IN THE QUEBEC
REGION

CLOSING DATE	PERIOD/TERM FOUR (4) MONTHS	PERIOD IDENTIFICATION NO.
NOVEMBER 14, 2017	DECEMBER 2017, JANUARY, FEBRUARY AND MARCH 2018	E6MON-160010/ <u>A</u> Third period
MARCH 14, 2017	APRIL, MAY, JUNE AND JULY 2017	E6MON-160010/ <u>01/A</u> First period
JULY 11, 2017	AUGUST, SEPTEMBER, OCTOBER AND NOVEMBER 2017	E6MON-160010/ <u>02/A</u> Second period

THIRD PERIOD: E6MON-160010/A

FROM DECEMBER 1, 2017 TO MARCH 31, 2018

DESCRIPTION: Provide lumber, construction materials products, sacks of cement and wood mouldings from time to time as ordered.

NO MINIMUM QUANTITY IS GUARANTEED.

PRICE SETTING:

See Appendices «A to E» or the West Quebec region and «F to J» for the East Quebec region.

IMPORTANT CRITERIA:

ORDER DELIVERY

Regular delivery: Delivery must be made **within two (2) working days** after receipt of an order/call-up.

Special delivery: Delivery must be made **within four (4) working days** after receipt of an order/call-up.

FOB POINT

The price **MUST** be FOB destination, in Canadian dollars, for all call-ups against the Standing Offer.

INTEGRITY PROVISIONS – ASSOCIATED INFORMATION

Be aware of the clause « Standing Offer certification » in section 5.1.2.1

Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. **Refer to attached «Annex N».**

FEDERAL CONTRACTORS PROGRAM EMPLOYMENT EQUITY CLAUSE FOR CONTRACTS:

Be aware of the clause « Standing Offer certification » in section 5.1.2.2

Solicitation No. - N° de l'invitation
E6MON-160010/A
Client Ref. No. - N° de réf. du client
E6MON-160010

Amd. No. - N° de la modif.
File No. - N° du dossier
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Buyer ID - Id de l'acheteur
MTA060
CCC No./ N° CCC - FMS No/ N° VME

Call-Ups, Period for Placing (THIRD PERIOD)

The period for placing call-ups against the Standing Offer shall be from **December 1, 2017 to March 31, 2018**.

Financial Limitation - Individual Call-up

Individual call-ups against this Standing Offer must not exceed **40,000.00\$** (Applicable Taxes included).

IMPORTANT

PLEASE BE ADVISED THAT ALL THE FOLLOWING CLAUSES AND CONDITIONS AND MANDATORY CRITERIAS WILL BE APPLIED FOR EACH PERIOD AS:

E6MON-160010/01/A = FIRST PERIOD = APRIL 1, 2017 TO JULY 31, 2017

E6MON-160010/02/A = SECOND PERIOD = AUGUST 1, 2017 TO NOVEMBER 30, 2017

E6MON-160010/A = THIRD PERIOD = DECEMBER 1, 2017 TO MARCH 31, 2018

Offeror Representative

Name and telephone number of the person responsible for:

General enquiries & Delivery follow-up

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

Delivery Follow-up

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Security Requirement
4. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers
4. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

1. Certifications Precedent to Contract Award and Additional Information

PART 6 - SECURITY REQUIREMENTS

1. Security Requirements for CSC only

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Security Requirements for CSC only
3. Standard Clauses and Conditions
4. Term of Standing Offer
5. Authorities
6. Identified Users

Solicitation No. - N° de l'invitation
E6MON-160010/A
Client Ref. No. - N° de réf. du client
E6MON-160010

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-6-39325

Buyer ID - Id de l'acheteur
MTA060
CCC No./ N° CCC - FMS No/ N° VME

7. Call-up Instrument
8. Limitation of Call-ups
9. Financial Limitation
10. Priority of Documents
11. Certifications and Additional Information
12. Applicable Laws

B. RESULTING CONTRACT CLAUSES

1. Statement of Requirements
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions
6. SACC Manual Clauses

List of Annexes:

Annex «**A**» to «**E**» Requirement - Pricing for the **West Quebec Region**
Annex «**F to J**» Requirement - Pricing for the **East Quebec Region**
Annex «**K**» Addresses for delivery - Requirement and delay
Annex «**L**» Security Requirement related to CSC only
Annex «**M**» Report in every four (4) months (*example only*)
Annex «**N**» Complete list of bidder's board directors
Annex «**O**» to Part 3 of the Request for Standing Offer: Electronic Payment Instruments

PART 1 - GENERAL INFORMATION

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 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 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.

List of Annexes:

- Annex «A» to «E» Requirement - Pricing for the **West Quebec Region**
- Annex «F to J» Requirement - Pricing for the **East Quebec Region**
- Annex «K» Addresses for delivery - Requirement and delay
- Annex «L» Security Requirement related to CSC only
- Annex «M» Report in every four (4) months (*example only*)
- Annex «N» Complete list of bidder's board directors
- Annex «O» to Part 3 of the Request for Standing Offer: Electronic Payment Instruments

2. Summary

Request for a Regional Master Standing Offer (RMSO) for the provision upon request, wood and construction material products as detailed in annexes «A to E» and/or «F to J», to deliver, FOB Destination (including all delivery charges), to all Federal Departments located in the West Quebec region including the Montreal region and surrounding areas, Laval, Drummondville, Cowansville, Ste-Anne-des Plaines, Joliette, La Macaza and others, and / or the East Quebec region including the Greater Quebec City Area, Valcartier base in Courcellette, Donnacona and others as described in Annexes «A to E» and/or «F to J» attached.

The resulting Standing Offer will be valid from April 1st, 2017 to March 31st, 2018

No minimum quantity is guaranteed

- 2.1** " 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) as well as the Free Trade Agreement with Columbia, the Free Trade Agreement with Panama and the Free Trade Agreement with Peru."

3. Security Requirement for CSC only - SEE ANNEX «L» attached

There is a security requirement associated with the requirement of the Standing Offer as stipulated in the Annex «L» related to CSC only.

4. Debriefings

After issuance of a standing offer, 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

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 (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.

1.1 SACC Manual Clauses

Refer to SACC	Section	Date
A3015T	Certifications – Bid	2014-06-26
B3000T	Equivalent Products	2006-06-16
M1004T	Condition of Material	2016/01/28

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.

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 questions or may request that offerors do so, so that the proprietary nature of the question

is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

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 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

1. Offer Preparation Instructions

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

Section I: Technical Offer (1 hard copy).

Section II: Financial Offer (1 hard copy) and 1 soft copy on CD or DVD.

Section III: Certifications (1 hard copy)

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.

1.1. Prices must appear in the financial offer only as in Annexes «A to E» and/or «F to J». 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. Refer to Annexes «A to E» and/or «F to J» attached.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annexes «A to E» and/or «F to J» attached, Basis of Payment/Unit Prices. The total amount of Applicable Taxes must be shown separately.

1.2. Electronic Payment of Invoices – Offer (See Annex «O» attached)

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “O” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “O” Electronic Payment Instruments 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 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.

1.3 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

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.

1.1. Technical evaluation

1.1.1 Mandatory Technical Criteria

- A) Acceptance of the terms and conditions of the Request for a Standing Offer.
- B) **Technical compliance** to the requirement specified in **Annexes «A to E» and/or «F to J»**.
- C) **Firm Prices** FOB Destination including all delivery charges, are required **on a minimum of 40% of total items stipulated in Annexes «A to E» and/or on a minimum of 40% of total items stipulated in Annexes «F to J»**.
- D) Delivery Requirement and Delay - Annex «K».
- E) Compliance to proposed establishment pricing methods.

1.2 Financial Evaluation

1.2.1 Evaluation

SACC Manual Clause

[M0222T](#) (2016-01-28), Evaluation of Price

Note : For offerors established in Canada, The Standing Offer will be awarded in Canadian dollars

- Firm prices FOB Destination, including all delivery charges for each indicated location/region indicated in Annex «K» including Valcartier base in Courcellette and La Macaza.

PRICING - REQUIREMENTS

See annexes «A to E» for the West Quebec Region and «F to J» for the East Quebec Region.

1.2.2 CALCULATION OF PRICING

For evaluation purpose only, the total price of an offer will be calculated by multiplying the unit price by the estimated quantities as listed in annexes «A to E» and/or annexes «F to J».

The responsive offer with the lowest evaluated price by region will be recommended for issuance of a standing offer.

1.2.3 Evaluation of price

1. The price of the offer will be evaluated as follows:
 - (a) Canadian-based offerors must submit firm prices, Canadian Customs duties and excise taxes included, and Applicable taxes excluded.
 - (b) foreign-based offerors must submit firm prices, Canadian Customs duties, excise taxes and Applicable taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based offerors.
2. Unless the Request for Standing Offers (RFSO) specifically requires offers to be submitted in Canadian currency, offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the RFSO closing date, or on another date specified in the RFSO, will be applied as a conversion factor to the offers submitted in foreign currency.
3. Although Canada reserves the right to issue the Standing Offer either on an FOB plant or FOB destination, Canada requests that offerors provide prices FOB their plant or shipping point and FOB destination. Offers will be assessed on an FOB destination basis.
4. For the purpose of the RFSO, offerors with an address in Canada are considered Canadian-based offerors, and offerors with an address outside of Canada are considered foreign-based offerors. (M0222T-2016-01-28)

2. Basis of Selection

SACC Manual Clause M0031T (2007/05/25), Basis of Selection

2.1 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 per region (East and West Quebec region) will be recommended for issuance of a standing offer.

Note 1 : It is Canada's intention to issue, a maximum of one standing offer per region (East and/or West Quebec region), to suppliers who are qualified in accordance to the requirements detailed herein; to ensure supply of materials to all regions taking into consideration the several client geographic locations.

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.

1 Certifications Required with the Offer

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

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>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

1.2 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.

1.2.1 Integrity Provisions – Required Documentation (Refer to enclosed Annex «N»)

In accordance with the *Ineligibility and Suspension Policy* (<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.

1.2.2 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](#) 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.

1.3 Delivery

The delivery will be completed as follows:
(*To be completed by Offerors*)

Regular delivery: Delivery must be made **within two (2) working days** after receipt of an order/call-up.

Special delivery: Delivery must be made **within four (4) working days** after receipt of an order/call-up.

YES: _____

NO: _____

Solicitation No. - N° de l'invitation
E6MON-160010/A
Client Ref. No. - N° de réf. du client
E6MON-160010

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-6-39325

Buyer ID - Id de l'acheteur
MTA060
CCC No./ N° CCC - FMS No/ N° VME

PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements for CSC only (see annex «L» attached)

NIL security screening required as there is no access to sensitive information or assets. Contractor personnel will be escorted in specific areas of the institution/site as and where required by Correctional Service Canada personnel or those authorized by CSC to do so on its behalf.

Contractor personnel shall submit to a Canadian Police Information Centre (CIPC) verification of identity/information by CSC, and must adhere to institutional requirement for the conduct of searches prior to admittance to the institution/site. CSC reserves the right to deny access to any institution/site or a part of the site of any Contractor personnel, at any time.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with Annexes «A to E» and/or «F to J» attached.

2. Security Requirement for CSC only (Refer to Annex «L» attached)

NIL security screening required as there is no access to sensitive information or assets. Contractor personnel will be escorted in specific areas of the institution/site as and where required by Correctional Service Canada personnel or those authorized by CSC to do so on its behalf.

Contractor personnel shall submit to a Canadian Police Information Centre (CIPC) verification of identity/information by CSC, and must adhere to institutional requirement for the conduct of searches prior to admittance to the institution/site. CSC reserves the right to deny access to any institution/site or a part of the site of any Contractor personnel, at any time.

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.

3.1 General Conditions

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

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 paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in **Annex "M"**. 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 every "four (4) months" to:

***** Send reports by E-Mail to *****

TPSGC.RQOCPRMTL-QRRMSOMTL.PWGSC@tpsgc-pwgsc.gc.ca

and c.c. to:

luc.brunet@tpsgc-pwgsc.gc.ca

The reporting periods are defined as follows:

1st period: from April 1, 2017 to July 31, 2017;
2nd period: August 1, 2017 to November 30, 2017;
3rd period: December 1, 2017 to March 31, 2018.

The data must be completed and submitted to the above mentioned person and no later than **15** calendar days after the end of the reporting period.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from **April 1, 2017 to March 31, 2018 inclusively**.

Solicitation No. - N° de l'invitation
E6MON-160010/A
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E6MON-160010

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-6-39325

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CCC No./ N° CCC - FMS No/ N° VME

4.2 Delivery Requirement and Delay

Regular delivery: Delivery must be made **within two (2) working days** after receipt of an order/call-up.

Special delivery: Delivery must be made **within four (4) working days** after receipt of an order/call-up.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Luc Brunet
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch Directorate
Address: 800 La Gauchetière St, Portail South-East, 7th floor
Montreal, Qc H5A 1L6
Telephone: 514- 496-3370
Facsimile: 514-496- 3822
E-mail address: luc.brunet@tpsgc-pwgsc.gc.ca

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

5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-ups 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
E6MON-160010/A
Client Ref. No. - N° de réf. du client
E6MON-160010

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-6-39325

Buyer ID - Id de l'acheteur
MTA060
CCC No./ N° CCC - FMS No/ N° VME

5.3 Offeror's Representative

(The Offeror's Representative will be identified in the Standing Offer.)

Representative Name: _____

Phone no. : _____

Fax no. : _____

E-mail address: _____

6. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department and agency located in the Province of Quebec.

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 runs to the US border.

Quebec Region and areas

The territory of the Eastern Quebec Region comprises the Greater Quebec City and surrounding areas including Valcartier base in Courcellette and Donnacona and others.

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 document.

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **40,000.00\$** (Applicable taxes included).

EXCEPTION: MINIMUM ORDER OF 1,500.00\$ WILL BE REQUIRED FOR «LA MACAZA REGION».

9. Financial Limitation - N/A

10. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
 - b) the articles of the Standing Offer;
 - c) the general conditions **2005** (2016-04-04), General Conditions - Standing Offers - Goods or Services;
 - d) the general conditions **2010A** (2016-04-04) apply to and form part of the contract;
 - e) Annexes «A to E» and/or «F to J», Requirement and pricing;
 - f) Annex «K», Addresses, Requirements and delay of delivery;
 - g) Annex «L» General Discipline and Internal Security for SCC only;
 - h) Annex «M», Report in every four (4) months, *Example only*
- i) the Offeror's offer _____ (insert date of offer), _____ (if the offer was clarified or amended, insert at the time of issuance of the offer: “as clarified on _____” or “as amended _____”. (insert date(s) of clarification(s) or amendment(s) if applicable).

11. Certifications and Additional Information

11.1 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.

12. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (Insert the name of the province or territory as specified by the offeror in its offer, if applicable).

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.

1. Requirement

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

2. Standard Clauses and Conditions

2.1 General Conditions

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

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 at point of sale.

3. Term of Contract

3.1 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer as stipulated on Part 7 - A , point 4.2.

Regular delivery: Delivery must be made **within two (2) working days** after receipt of an order/call-up.

Special delivery: Delivery must be made **within four (4) working days** after receipt of an order/call-up.

4. Payment

4.1 Basis of Payment - See Annexes «A to E» and «F to J».

4.2 Single Payment

SACC Manual clause [H1000C](#) (2008/05/12), Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

4.3 Limitation of Price

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.

4.4 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);

5. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" Item 10 of the general conditions 2010A (2016-04-04), General Conditions - Goods (Medium Complexity). Claims cannot be submitted until all work identified in the claim is completed.

6. SACC Manual clauses

Refer to SACC	Section	Date
A2000C	Foreign Nationals (Canadian Contractor)	2006/06/16
A2001C	Foreign Nationals (Foreign Contractor)	2006/06/16
B2004C	Lumber - Grade Marking	2006-06-16
B7500C	Excess Goods	2006/06/16
C2000C	Taxes - Foreign-based Contractor	2007-11-30
C2605C	Canadian Customs Duties and Sales Tax - Foreign-based Contractor	2008-05-12
G1005C	Insurance - No Specific Requirement	2016-01-28

ANNEXES «A to E»

REQUIREMENTS AND PRICING

WEST QUEBEC REGION includes Montreal and surrounding areas, Laval, Drummondville, Cowansville, Ste-Anne-des-Plaines, Joliette, La Macaza and others

REFER TO EXCEL FILES – (To be downloaded)

ANNEXES «F TO J»

REQUIREMENTS AND PRICING

EAST QUEBEC REGION includes Quebec city and surrounding areas, Donnacona and Valcartier base in Courcellette and others

REFER TO EXCEL FILES – (To be downloaded)

Solicitation No. - N° de l'invitation
E6MON-160010/A
Client Ref. No. - N° de réf. du client
E6MON-160010

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-6-39325

Buyer ID - Id de l'acheteur
MTA060
CCC No./ N° CCC - FMS No/ N° VME

ANNEX «K»

ADDRESSES - REQUIREMENT DELIVERY AND DELAY

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Solicitation No. - N° de l'invitation
E6MON-160010/A
Client Ref. No. - N° de réf. du client
E6MON-160010

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-6-39325

Buyer ID - Id de l'acheteur
MTA060
CCC No./ N° CCC - FMS No/ N° VME

DELIVERY CSC - (Various Institutions)	
Delivery addresses	Details
Montée St-François Institution 600, Montée St-François Laval (Quebec) H7C 1S5	
Federal Training Center 205, Montée St-François Laval (Quebec) H7C 1P1	<u>IMPORTANT:</u> Vehicles making deliveries to the Federal Training Center must not exceed 11'4'' in height.
Leclerc Institution 400, Montée St-François Laval (Quebec) H7C 1S7	
Ste-Anne-des-Plaines Institution 244, Montée Gagnon Ste-Anne-des-Plaines (Quebec) J0N 1H0	
Archambault Institution 242, Montée Gagnon Ste-Anne-des-Plaines (Quebec) J0N 1H0	
Regional Reception Center 244, Montée Gagnon Ste-Anne-des-Plaines (Quebec) J0N 1H0	
Joliette Institution 400, Marsolais Joliette (Quebec) J6E 8V4	

Solicitation No. - N° de l'invitation
E6MON-160010/A
Client Ref. No. - N° de réf. du client
E6MON-160010

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-6-39325

Buyer ID - Id de l'acheteur
MTA060
CCC No./ N° CCC - FMS No/ N° VME

ANNEX «K» (suite)

Cowansville Institution 400, Fordyce Cowansville (Quebec) J2K 3N7	<u>IMPORTANT:</u> The pallets must not exceed six (6) feet in height, including the thickness of the pallet.
Drummondville Institution 2025, boul. Jean-de-Brébeuf Drummondville (Quebec) J2B 4T5	
Donnacona Institution 1537, route 138 Donnacona (Quebec) G3M 1C9	
La Macaza Institution 321 Chemin de l'Aéroport La Macaza, Qc JOT 1R0	

CORCAN CONSTRUCTION
246 MONTEE GAGNON
STE-ANNE-DES-PLAINES, QC
J0N 1H0

CORCAN CONSTRUCTION
190 MONTEE ST-FRANCOIS
LAVAL, QC
H7C 1S5

THE HOURS FOR DELIVERY RECEIVING ARE;

FROM MONDAY TO FRIDAY (EXCEPT THE HOLIDAYS)

FROM 08H00 TO 11H30 AND 13H00 TO 15H30

Annex «L»

SECURITY REQUIREMENTS RELATED TO CSC ONLY

General Discipline and Internal Security

For CORRECTIONAL SERVICES CANADA

THE MONTREAL REGION AND QUEBEC REGION
ESTABLISHMENTS WILL BE LOCATED AS;

**MONTREAL AND THE SURROUNDING, LAVAL,
DRUMMONDVILLE, COWANSVILLE, STE-ANNE-DES-
PLAINES, La MACAZA AND JOLIETTE and others
QUEBEC and the surrounding, 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.**

Solicitation No. - N° de l'invitation
E6MON-160010/A
Client Ref. No. - N° de réf. du client
E6MON-160010

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-6-39325

Buyer ID - Id de l'acheteur
MTA060
CCC No./ N° CCC - FMS No/ N° VME

	Correctional Service Canada	Service correctionnel Canada	PROTECTED PROTÉGÉ	A <input type="checkbox"/> B <input type="checkbox"/> C <input checked="" type="checkbox"/>	ONCE COMPLETED UNE FOIS REMPLI
INSTITUTIONAL ACCESS CPIC CLEARANCE REQUEST			ACCÈS À UN ÉTABLISSEMENT DEMANDE DE VÉRIFICATION DU DOSSIER AU CIPC		
Institution - Établissement		Request received Demande reçue le	Date (YYYYMMDD) - (AAAA/MM/DD)		PUT AWAY ON FILE CLASSER AU DOSSIER ➔ 3170-12
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 (YYYYMMDD) Date de naissance (AAAA/MM/DD)		Place of birth - Lieu de naissance City/Town - Ville ou municipalité		Province/State - Province ou état	
				Country - Pays	
B. PHYSICAL DESCRIPTION - DESCRIPTION PHYSIQUE					
<input type="checkbox"/> Male Homme		<input type="checkbox"/> Female Femme		Height - Grandeur	
				Weight - Poids	
				Eye color - Couleur des yeux	
				Hair color - Couleur des cheveux	
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					
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?					
<input type="checkbox"/> Yes Oui					
<input type="checkbox"/> No Non					
Do you personally know of any person incarcerated in a correctional facility? Connaissez-vous personnellement une personne qui est incarcérée dans un établissement correctionnel?					
<input type="checkbox"/> Yes Oui					
<input type="checkbox"/> No Non					
If so, provide names - Si oui, fournir son nom :					
<input type="checkbox"/> Yes Oui					
<input type="checkbox"/> No Non					
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 ?					
<input type="checkbox"/> Yes Oui					
<input type="checkbox"/> No Non					
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?					
<input type="checkbox"/> Yes Oui					
<input type="checkbox"/> 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 reconnais 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-passer peut être émis aux demandeurs dont la demande d'accès est approuvée.					
Applicant's signature - Signature du demandeur					Date (YYYYMMDD) - (AAAA/MM/DD)
➔					
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 (YYYYMMDD) - (AAAA/MM/DD)
➔			➔		
<input type="checkbox"/> No criminal record Aucun casier judiciaire			<input type="checkbox"/> A possible criminal record #: Numéro du casier judiciaire		Last entry: Dernière entrée : ➔
<input type="checkbox"/> An outstanding warrant/charge held by: Auteur du mandat non exécuté/accusation en instance : ➔					
SIGNATURES					
<input type="checkbox"/> Approved Approuvée		<input type="checkbox"/> Not approved Non approuvée		The individual has been advised. - Le demandeur a été informé de la décision.	
Security Intelligence Officer Agent de renseignements de sécurité		Institutional Head Directeur de l'établissement		By: Par :	
Date (YYYYMMDD) (AAAA/MM/DD)		Date (YYYYMMDD) (AAAA/MM/DD)		Visit Review Board Comité des visites	
				Date (YYYYMMDD) (AAAA/MM/DD)	
CSC/SCC 1279 (R-04-12) (Word Version) XP					
Distribution ➔ Original = 3170-12					

Annex «L» Suite...

- 1) AN IDENTITY CARD IS MANDATORY TO HAVE ACCESS TO THIS ESTABLISHMENT AND;**
- 2) ONLY (1) TRUCK AT A TIME WILL BE ACCEPTED, IT'S POSSIBLE THAT THE DRIVER WILL 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.

Annex «L» Suite...

Excerpt from the Criminal Code:

Protection of persons administering and enforcing the law

25. (1) (Protection of persons acting under authority) Every one 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.

Annex «L» Suite...

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.

Annex «L» Suite...

«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.

Solicitation No. - N° de l'invitation
E6MON-160010/A
Client Ref. No. - N° de réf. du client
E6MON-160010

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-6-39325

Buyer ID - Id de l'acheteur
MTA060
CCC No./ N° CCC - FMS No/ N° VME

ANNEX «M»

Report in every four (4) months - (example only)

1st quarter: From April 1, 2017 to July 31, 2017

RMSO	Firm name	Departments	Qty of order	Total Value Per dept.	Total Value Per period
E6MON-160010/A	XXXX	DND-Mtl	10	10,000\$	
		DND-St-Hubert	12	5,000\$	
		SCC-Laval	10	10,000\$	25,000\$
		SCC- Donnacona	15	20,000\$	
		SCC-La Macaza	14	33,400 \$	53,400\$
		Valcartier	5	5,000 \$	5,000\$

CUMULATIVE: 83,400\$

Buyer ID - Id de l'acheteur
MTA060
CCC No./ N° CCC - FMS No/ N° VME

Solicitation No. - N° de l'invitation
E6MON-160010/A
Client Ref. No. - N° de réf. du client
E6MON-160010

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-6-39325

Buyer ID - Id de l'acheteur
MTA060
CCC No./ N° CCC - FMS No/ N° VME

**ANNEX "O" to PART 3 OF THE REQUEST FOR STANDING OFFERS: ELECTRONIC
PAYMENT INSTRUMENTS**

ELECTRONIC PAYMENT INSTRUMENTS

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

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);