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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 the Statement of Requirement, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes.

1.2 Summary

- 1.2.1 This requirement is for the establishment of a Regional Individual Standing Offer (RISO) for Correctional Service of Canada, CORCAN Industries for the supply of 100% Cotton Leno Weave Fabric.

Orders will be issued on an "as & when requested" basis for the period of three (3) years with the possibility to extend the Standing Offer for two (2) additional one-year periods.

Delivery is to be made to Mountain Institution Agassiz, British Columbia as specified in each individual Call-Up document.

- 1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).
- 1.2.3 The requirement is subject to a preference for Canadian goods and/or services.

1.3 Debriefings

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

1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

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](#) (2019/03/04) - 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: 90 days

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 in the RFSO.

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2006, or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect."

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (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 Applicable Laws

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

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

2.5 Samples

Samples (if applicable) may be viewed (by appointment only) at the following offices:

**Public Works & Government Services
Canada**
Supply Directorate
6th floor
1550 ave D'Estimauville
Quebec, Que. G1J 0C7
TEL: 418-649-2714
FAX: 418-648-2209
Attention: Micheline Naud
Email : micheline.naud@tpsgc-pwgsc.gc.ca

**Public Works & Government Services
Canada**
10th Floor, 4900 Yonge Street
Toronto, Ontario M2N 6A6
TEL: 416-434-1762
ATTN: Michael Macukic
(Michael.macukic@pwgsc.gc.ca)
OR Ruth Ottman-Villarreal
(Ruth Ottman-Villarreal@pwgsc.gc.ca)

**Public Works & Government Services
Canada**
Place Bonaventure, South-East Portal
800 de La Gauchetière Street West
7th Floor
Montreal, Quebec H5A 1L6
TEL: 514-496-3404
FAX: 514-496-3822
Attention: Debbie Brault or Umberto Fanelli
Email: TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca

**Public Works & Government Services
Canada**
Suite 100, 167 Lombard Avenue
P.O. Box 1408
Winnipeg, Manitoba R3C 2Z1
TEL: 204-983-3774
FAX: 204-983-7796
Attention: Bev Laurin
Email: bev.laurin@tpsgc-pwgsc.gc.ca

**Public Works & Government Services
Canada**

Telus Plaza North
10025 Jasper Avenue, 5th Floor
Edmonton, AB T5J 1S6
TEL: (587) 337-7816
FAX: (780) 497-3510
Attention: Jayeeta Das
Email : wst-pa-edm@tpsgc-pwgsc.gc.ca

**Public Works & Government Services
Canada**

Pacific Region, SOSB, Industrial &
Commercial Products
219 - 800 Burrard Street
Vancouver, B.C V6Z 0B9
Attention: Chris Huchzermeyer
TEL. : 604-365-2956 Email:
chris.huchzermeyer@tpsgc-pwgsc.gc.ca
OR
Attention: Betty Chan
TEL. : 604-658-2799
Email: betty.chan@tpsgc-pwgsc.gc.ca
FAX : 604-775-7526
OR
Attention: Sangeeta Dutt
TEL. : 604-666-1488
Email: sangeeta.dutt@pwgsc-tpsgc.gc.ca

2.6 Specifications and Standards

2.6.1 United States Military Specifications and Standards

The Offeror is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defense Website, at the following address: http://assistdocs.com/search/search_basic.cfm

2.6.2 Canadian General Standards Board (CGSB) - Standards

A copy of the CGSB Standards referred to in the offer solicitation is available and may be purchased from:

Canadian General Standards Board
Place du Portage III, 6B1
11 Laurier Street
Gatineau, Québec
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)
Fax: (819) 956-5740
E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

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

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

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 (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.
- 3) Green Initiatives (for PWGSC information only)
Offerors are requested to provide details of their policies and practices in relation to the following initiatives:
 - environmentally responsible manufacturing;
 - environmentally responsible waste disposal;
 - waste reduction;
 - packaging;
 - re-use strategies;
 - recycling.

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

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 (reference pre-award sample, Part 4, Evaluation Procedures, 4.1.1.1 Mandatory Technical Criteria).

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex "A" – Statement of Requirement.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "1" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "1" 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.

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.

- (c) The evaluation team will determine first if there are two or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Pre-Award Sample and Supporting Documentation

As part of the technical evaluation, to confirm an Offeror's capability of meeting the technical requirements, one (1) pre-award sample of item 1 and test results must be included with the offer.

Fabric requirement – Two meters in length, full width must constitute a pre-award sample.

The Offeror must ensure that the required pre-award sample is manufactured in accordance with the technical requirement and is fully representative of the offer submitted. Rejection of the pre-award sample will result in the offer being declared non-responsive.

The Offeror must deliver the required pre-award sample and test results at no charge to Canada and must ensure that they are received with the offer at time and place of Request for Standing Offer closing. Failure to submit the required pre-award sample and test results within the specified time frame will result in the offer being declared non-responsive. The sample submitted by the Offeror will remain the property of Canada.

Laboratory analysis of the product offered showing complete test results (refer to Annex "B") of physical properties detailed in the technical requirement must be provided with the pre-award sample. Testing must be performed by an independent accredited laboratory establishment and must be in accordance with the test methods detailed in the technical requirement. The laboratory report and tests results must not be dated before the Request for Standing Offer posting date.

The pre-award sample will be evaluated for quality of workmanship and conformance to specified materials and measurements.

The requirement for a pre-award sample and test results will not relieve the successful Offeror from submitting samples and test results as required by the contract terms or from strictly adhering to the technical requirement of this Request For Standing Offer and any resultant contract.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

- a. The Offeror must submit firm unit prices in Canadian dollars, applicable taxes excluded, DDP (Agassiz, British Columbia) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.
- b. The Offeror must submit firm unit pricing for all items.

4.2 Basis of Selection

An offer must comply with all requirements of the RFSO and meet all mandatory technical and financial evaluation criteria to be declared responsive.

The responsive offer with the lowest responsive aggregate price will be recommended for the issuance of a standing offer (1 standing offer only). Ranking will be established using the estimated quantities for the all items.

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 Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Offer

5.1.2.1 Canadian Content Certification

5.1.2.1.1 SACC Manual clause A3050T (2014/11/27) Canadian Content Definition

Rules of Origin - Textiles

With reference to the Canadian Content Certification clause, item(s) on this offer are 2 considered to be Canadian goods if they meet the following definition:

MODIFIED RULE OF ORIGIN FOR TEXTILES: "Textiles and textile articles classified in Chapters 50 to 60 inclusive of the Harmonized System that are woven, knitted or otherwise manufactured from yarns or fibres in Canada, and further processed in Canada by dyeing, finishing, coating or other processes as applicable, will be considered Canadian textiles. Woven fabrics of 100% cotton or of polyester and cotton blends that are dyed and finished in Canada will be considered Canadian."

Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the goods offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the offer will result in the goods offered being treated as non-Canadian goods.

The Offeror certifies that:

() the good(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T.

Plant Location

Item(s) will be manufactured at: _____

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 section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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.

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 website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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.

5.2.3 Samples and Production Certification

The Offeror certifies that:

() the manufacturer that produced the pre-award samples will remain unchanged for the pre-production samples and full production of the contract quantity.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

6.2.1 There is no security requirement applicable to the Standing Offer.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2005 (2017/06/21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 Standing Offers Reporting

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

The Offeror must provide an electronic version of this data in accordance with the reporting requirements detailed in Annex "C". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

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

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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from standing offer issuance to 30-June-2022.

6.4.2 Extension of Standing Offer

Extension Period #1

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 12-month period, from 01-July-2022 to 30-June-2023 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.

Extension Period #2

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 12-month period, from 01-July-2023 to 30-June-2024 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.

6.5 Authorities

6.5.1 Standing Offer Authority

Debbie Dusenbury
Public Works and Government Services Canada
Acquisitions Branch
Commercial and Consumer Products Directorate (CCPD)
Clothing & Textiles Division
L'Esplanade Laurier, East Tower 7th Floor
140 O'Connor, Street, Ottawa, Ontario
K1A 0R5 Canada
Telephone: 819-955-1137 Facsimile: 613-943-7970
E-mail address: debbie.dusenbury@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 Standing offer authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

6.5.2 Technical Authority

The Technical Authority for the Standing Offer is:

Correctional Service of Canada (CORCAN)
Attention: *(to be advised at standing offer issuance)*

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Standing Offer and is responsible for all matters concerning the technical content of the Work under the Standing Offer. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a Standing Offer Revision issued by the Standing Offer Authority.

6.5.3 Offeror's Representative

The person responsible for:

General enquiries

Name: _____
Telephone Number: _____
Facsimile Number: _____
E-mail address: _____

Delivery follow-up

Name: _____
Telephone Number: _____
Facsimile Number: _____
E-mail address: _____

6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: CORCAN, Agassiz, British Columbia.

6.7 Call-up Instrument

The Work will be authorized or confirmed by Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through PWGSC Forms Catalogue website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

OR

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
- standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included).

6.9 Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$to be inserted at time of standing offer issuance (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 2 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

6.10 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 (2017/06/21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2030 (2018/06/21), General Conditions – Higher Complexity – Goods
- e) Annex “A” - Statement of Requirement;
- f) the Offeror's offer dated _____ (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 on _____). (and insert date(s) of clarification(s) or amendment(s) - if applicable)

6.11 Certifications and Additional Information**6.11.1 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.

6.11.2 SACC Manual Clauses[M3060C](#)

2008/05/12

Canadian Content Certification

6.12 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 Ontario.

6.13 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

6.14 Plant Closing

The Offeror's plant closing for Christmas and summer holidays are as follows. During this time there will be no shipments.

Year 1: 2019-2020

Summer Holiday	FROM _____	TO _____
Christmas Holiday	FROM _____	TO _____

Year 2: 2020-2021

Summer Holiday	FROM _____	TO _____
Christmas Holiday	FROM _____	TO _____

Year 3: 2021-2022

Summer Holiday	FROM _____	TO _____
Christmas Holiday	FROM _____	TO _____

Year 4 Extension Period #1: 2022-2023

Summer Holiday	FROM _____	TO _____
Christmas Holiday	FROM _____	TO _____

Year 5 Extension Period #2: 2023-2024

Summer Holiday FROM _____ TO _____

Christmas Holiday FROM _____ TO _____

6.15 Plant Location

Items will be manufactured at: _____

6.16 Specifications and Standards**6.16.1 United States Military Specifications and Standards**

The Offeror is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defense Website, at the following address: http://assistdocs.com/search/search_basic.cfm

6.16.2 Canadian General Standards Board (CGSB) - Standards

A copy of the CGSB Standards referred to in the Standing Offer is available and may be purchased from:

Canadian General Standards Board

Place du Portage III, 6B1

11 Laurier Street

Gatineau, Québec

Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)

Fax: (819) 956-5740

E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.caCGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>**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**

[2030](#) (2018/06/21), General Conditions – Higher Complexity – Goods, apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Delivery Date

- Delivery date after call-up: CORCAN requires delivery of no later than fourteen (14) calendar days from receipt of a call-up document unless an alternate time frame has been approved by the identified user.
- Supplier must acknowledge receipt of each order and notify the identified User of shortages, within three (3) days of receipt of an order.

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 firm unit prices, as specified in the line item detail in Annex "A". Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Standing Offer Authority before their incorporation into the Work.

7.4.2 SACC Manual Clauses

[H1001C](#) 2008/05/12

Multiple Payments

7.4.3 Electronic Payment of Invoices – Call-up

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

- a. Direct Deposit

7.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - (a) One (1) copy must be forwarded to the following address:

Correctional Service of Canada - CORCAN
Email: _____ (to be inserted at contract award)
 - (b) The Original and one (1) copy must be forwarded to the consignee for certification and payment.

7.6 Insurance - No Specific Requirement

SACC Manual clause [G1005C](#) (2016/01/28) Insurance - No Specific Requirement

7.7 **SACC Manual Clauses**

B7500C	2006/06/16	Excess Goods
D2000C	2007/11/30	Marking
D2025C	2017/08/17	Wood Packaging Materials
D6010C	2007/11/30	Palletization

7.8 **Subcontractor(s)**

The following subcontractor(s) will be utilized in the performance of the contract.

Name of Company: _____

Location: _____

Value of subcontract: \$ _____

Nature of subcontracting work performed: _____

Subcontractors, other than those listed above, may not be utilized without the written permission of Canada.

7.9 **Over-shipment**

Over-shipment will not be accepted unless prior approval is obtained from the Contracting Authority.

7.10 **Materials: Contractor Total Supply**

The Contractor will be responsible for obtaining all materials required in the manufacture of the item specified. The delivery stated for the item allows the necessary time to obtain such materials.

7.11 **Delivery**

7.11.1 **Shipping Instructions - Delivery at Destination**

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

DDP Delivered Duty Paid (DDP) (Agassiz, British Columbia) Incoterms 2000 for shipments from a commercial contractor.

- a) Delivery shall be Monday to Friday, 8:00 to 3:00 p.m.
- b) Delivery date must be confirmed 1-day prior.
- c) Delivery required: Within (14) calendar days of receipt of a call-up against the standing offer.

7.11.2 Packaging

Packing must be in accordance with standard commercial practice to ensure safe delivery at destination.

The rolls must be delivered on pallets, wrapped in plastic bags.

Rolls must be delivered on pallets, wrapped in two (2) plastic bags with lot number, weight by square meter, fabric composition, shade number, width fabric, finishing style and number of meter by rolls. Each delivery must have a detailed packing slip indicating the content of each pallet.

Each roll must be packed separately and wrapped in a plastic bag.

A compliance report must be provided at delivery. The cloth must be as per specification.

Fabric will be supplied in 50 meter rolls

Minimum quantity per call-up is 8,000 meters.

7.11.3 Rejected Goods

If any goods are rejected and are sold to any resale, all markings and insignia must be removed before being turned over to the purchaser.

7.12 Assessment of Faults in Textile Fabrics

1. The fabric detailed in the Contract must be free from defects such as imperfections and blemishes that may adversely affect its appearance or serviceability when viewed under inspection conditions satisfactory to the Quality Assurance Representative (QAR).
2. Any defect acceptable to the QAR must be strung (flagged) along the right hand selvedge of the face side using colour-fast strings for each two (2) linear decimetres where the defect occurs (not applicable to narrow fabrics 15 cm or less in width).
3. The Contractor must deduct allowances from the gross piece length for each defect or splice, on the basis of two (2) linear decimetres per fault. The Contractor must record gross length, net length and number of splices on each piece ticket.
4. Fabric with more than 5 defects per 100 linear meters will be rejected.
5. The following defects, if prevalent throughout the fabric, will result in rejection of the full pieces:
 - (a) mill creases/calendar marks;
 - (b) edge to edge shading;
 - (c) tears, holes or marks beyond 12 mm from the outer edge of the selvedge;
 - (d) poor dye penetration and/or streaks;
 - (e) weak or tender fabric;
 - (f) warp or filling defects throughout.

7.13 Quantity - Minimum 95% - Fabric

The Contractor must ship no quantity in excess of the quantity specified. A minimum delivery of 95 percent of the total quantity is acceptable to satisfy this requirement.

7.14 Pre-Production Sample

7.14.1 Pre-Production Sample

1. The Offeror must provide a pre-production sample of Item 001, two (2) linear meters (full width), accompanied by the sealed sample, if applicable, to the Technical Authority for acceptance within 21 calendar days from date of contract award.
2. If the pre-production sample is rejected, the Offeror must submit a second pre-production sample within ____ calendar days of notification of rejection from the Technical Authority.
3. If the pre-production sample is accepted by either full acceptance or conditional acceptance, the Offeror must proceed with production as per the Contract requirements.
4. Rejection by the Technical Authority of the second pre-production sample submitted by the Offeror for failing to meet the contract requirements will be grounds for termination of the Contract for default.
5. The Offeror must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.
6. In addition to providing the pre-production sample, the Offeror must provide laboratory test reports, as applicable, to the Contracting Authority and Technical Authority, transportation charges prepaid, and without charge to Canada.
7. The pre-production sample submitted by the Offeror will remain the property of Canada.
8. The Technical Authority will notify the Offeror, in writing, of the full acceptance, conditional acceptance, or rejection of the pre-production sample. A copy of this notification will also be provided by the Technical Authority to the Standing Offer Authority. The notice of the full acceptance or conditional acceptance does not relieve the Offeror from complying with all requirements and conditions of the Standing Offer.
9. The Offeror must not commence or continue with production of the items and must not make any deliveries until the Offeror has received a written notification from the Technical Authority that the pre-production sample is fully acceptable or conditionally acceptable. Any production of items before pre-production sample acceptance will be at the sole risk of the Offeror.
10. The pre-production sample may not be required if the Offeror is currently in production. The request for waiver of pre-production sample must be made by the Offeror in writing to the Standing Offer Authority. The waiving of this requirement will be at the sole discretion of the Technical Authority and will be evidenced through a standing offer revision.

LABORATORY ANALYSIS - DEFINITION

Laboratory analysis of the product offered showing complete test results (**refer to Annex "B"**) test results for specific tests listed hereunder of physical properties detailed in the technical requirement must be provided with the pre-production sample. Testing must be performed by an independent accredited laboratory establishment and must be in accordance with the test methods detailed in the technical requirement. The laboratory report and test results must be dated within six months of the request for standing offer posting date.

7.15 Sealed Samples

7.15.1 Sealed Sample - Guidance Only

The sealed sample is representative of the required item but is not part of the technical requirement. The sealed sample may not meet the technical requirement in all respects and must be used for guidance only during production.

7.15.2 Sealed Sample - Return to Sender

The sealed sample which may have been sent to the Offeror, is/are to be returned to the sender upon completion of Standing Offer.

The sealed sample is not to be mutilated or cut, and must be returned in the same condition as sent to the Offeror.

ANNEX "A"
STATEMENT OF REQUIREMENT

A.1. TECHNICAL REQUIREMENT

This requirement is for the establishment of a Regional Individual Standing Offer (RISO) for Correctional Service of Canada, CORCAN Industries for the supply of 100% Cotton Leno Weave Fabric.

Orders will be issued on an "as & when requested" basis for the period of three (3) years with the possibility to extend the Standing Offer for two (2) additional one-year periods.

Delivery is to be made to CORCAN, Mountain Institution Agassiz, British Columbia as specified in each individual Call-Up document.

- Estimated Annual Usage: 30,000 metres
- Minimum Quantity per call-up: 8,000 metres

A.2. ADDRESSES

Destination Address	Invoicing Address
Correctional Service of Canada - CORCAN Mountain Institution 4732 Cemetery Rd, Agassiz British Columbia V0M 1A0	Correctional Service of Canada - CORCAN (refer to clause "6.6" herein)

A.3. DELIVERABLES – for 3 years ending 30-June-2022

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP to Agassiz, B.C., Transportation costs included, Applicable Taxes extra
1	100% Cotton Leno Weave Fabric in accordance with Annex "B".	Minimum of 500M up to a maximum of 15,000M	Meter	\$ _____ /m

EXTENSION #1: Year 4 ending 30-June-2023

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP to Agassiz, B.C., Transportation costs included, Applicable Taxes extra
2	100% Cotton Leno Weave Fabric in accordance with Annex "B".	Minimum of 500M up to a maximum of 15,000M	Meter	\$ _____ /m

EXTENSION #2: Year 5 ending 30-June-2024

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP to Agassiz, B.C., Transportation costs included, Applicable Taxes extra
3	100% Cotton Leno Weave Fabric in accordance with Annex "B".	Minimum of 500M up to a maximum of 15,000M	Meter	\$ _____ /m

ANNEX "B"
TECHNICAL SPECIFICATION

The product must meet the following technical specifications:

Item	Component	Specification
1	CAN/CGSB – 4.2-M: Textile Test Methods	1.1 No.5.1-M: Mass of Fabric 1.2 No.6-M: Woven Fabric Count 1.3 No.18.3-M: Test for Colourfastness PART B02: Colourfastness to artificial light, XENON ARC FADE LAMP TEST 1.4 No.19.1.2.2 Test 2 (R2013): Colourfastness to washing 1.5 No.22-M: Colourfastness to Crocking, Dry & Wet (water)
2	Yarn Number (Size of Yarn)	<ul style="list-style-type: none"> 105-130 tex (5.4 – 4.75s Cotton count) 2-ply carded cotton in warp and weft
3	Fibre	<ul style="list-style-type: none"> 100% Cotton Note: tolerance – 5% addition of other fibre (s)
4	Weave	<ul style="list-style-type: none"> Body = Leno Weave Stabilizing Bars = Plain Weave 1x1
5	Yarn Count for Leno Weave	<ul style="list-style-type: none"> Warp = 33/10 cm (Greige Stage) Weft = 35/10 cm (Greige Stage)
6	Finish	<ul style="list-style-type: none"> Pre-shrunk Note: Pre-shrinking process must be applied prior to determining the results of the following properties including CAN/CGSB 4.1 Textile Test Methods
7	Mass	<ul style="list-style-type: none"> 285 g/m² – (minus) 10% tolerance
8	Colour	<ul style="list-style-type: none"> Classic Blue (Pantone colour no. 19-4052TP* TP-Textiles. Fabric can be piece dyed or yarn dyed.
9	Size	<ul style="list-style-type: none"> Width: 180 cm +/- 5% Stabilizing Bars (three options) = <ol style="list-style-type: none"> Each end must be 12 cm wide (maximum 18 cm) and one in centre 5cm (maximum 10cm) OR One in centre 12-15 cm wide OR All three maximum 12 cm (one centre and two ends)
10	Roll Size	<ul style="list-style-type: none"> Fabric must be supplied in fifty (50) metre rolls (weight not exceeding more than 30 kg) and individually wrapped in plastic.

*Pantone Colour Selector 1000 and/or Pantone Textile Colour Guide (TCX)

The above colour reference is available from:

Pantone Customer Service in Canada
 Keng Seng Enterprises
 4030 rue St. Ambrose, Suite 227
 Montreal, Quebec
 H4C 2C7
 Tel: (514) 939-3971

Solicitation No. - N° de l'invitation
21C81-192420/A
Client Ref. No. - N° de réf. du client
21C81-192420

Amd. No. - N° de la modif.
File No. - N° du dossier
pr737. 21C81-192420

Buyer ID - Id de l'acheteur
pr737

ANNEX "C"

QUARTERLY REPORT TEMPLATE

Standing Offer Number: 21C81-192420/001/PR

Reporting Period (start date to end date): _____

Date	Call-up #	Description of Item	Quantity	Total Call-Up Amount	
				w/o taxes	with taxes
TOTAL				\$	\$

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

Prepared by:

Name: _____

Date: _____

Telephone no.: _____

ANNEX “1” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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).