



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Travaux publics et Services gouvernementaux  
Canada

Place Bonaventure, portail Sud-Oue  
800, rue de La Gauchetière Ouest  
7e étage, suite 7300

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-Oue

800, rue de La Gauchetière Ouest  
7e étage, suite 7300

Montréal  
Québec

H5A 1L6

<b>Title - Sujet</b> Quincaillerie / Hardware	
<b>Solicitation No. - N° de l'invitation</b> E6MON-190008/A	<b>Date</b> 2019-07-19
<b>Client Reference No. - N° de référence du client</b> E6MON-190008	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MTA-670-15415
<b>File No. - N° de dossier</b> MTA-9-42009 (670)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-09-03</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Heure Avancée de l'Est HAE	
<b>Delivery Required - Livraison exigée</b> .	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ibrahimy, Saad	<b>Buyer Id - Id de l'acheteur</b> mta670
<b>Telephone No. - N° de téléphone</b> (514)207-9568 ( )	<b>FAX No. - N° de FAX</b> (514)496-3822
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA TOUS LES MINISTÈRES ET ORGANISMES FÉDÉRAUX RÉGIONS DU QUÉBEC Québec Canada	
<b>Security - Sécurité</b> 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**

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

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Solicitation No. - N° de l'invitation  
E6MON-190008/A  
Client Ref. No. - N° de réf. du client  
E6MON-19-0008

Amd. No. - N° de la modif.  
File No. - N° du dossier  
mta 9-42009

Buyer ID - Id de l'acheteur  
mta 670  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, List of manufacturers, Request to access a federal institution, Electronic Payment Instruments and other annexes.

### **1.2 Summary**

- 1.2.1 Request for Regional Master Standing Offer (RMSO) to supply various hardware products specified in Annex A (Products and Discounts), on an as-and-when required basis, to be delivered to various Federal Departments and Agencies located in the province of Quebec. The standing offer(s) resulting from this process will be valid for a two-year period, from October 1, 2019 to September 30, 2021 and including the right for Canada to exercise two options of one year each, from October 1<sup>st</sup>, 2021 to September 30, 2022 and then, from October 1<sup>st</sup>, 2022 to September 30, 2023.
- 1.2.2 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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

1.2.3 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### 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>) 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**

#### 2.1.1 SACC Manual Clauses

[A3015T](#) (2014-06-26), Certifications - bid  
[M1004T](#) (2016-01-28), Condition of Material - Offer

## 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, the email address is:

[TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.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.

PWGSC does not guarantee a response if the email is sent 6 days or less before the closing date of the period.

## 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

## 2.4 Applicable Laws

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

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

# PART 3 - OFFER PREPARATION INSTRUCTIONS

## 3.1 Offer Preparation Instructions

- 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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Financial Offer  
Section II: 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: Financial Offer (1 hard copy and 1 electronic copy)

COPY (Annex B):

If you submit your offer by mail, by facsimile or in person (including Annex B), a copy of the ANNEX B (Excel file) is required and has to be sent by e-mail to the address mentioned previously.

Section II: 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.

- 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.

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

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) (<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.

### **Section I: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex B, Basis of payment.

#### **3.1.1 Electronic Payment of Invoices - Offer**

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

If Annex "E" 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 II: Certifications** Offerors must submit the certifications and additional information required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 4.1.1 Financial Evaluation

Based on the largest number of firm discounts available on the list of 155 hardware products listed in Annex B - Basis of Payment.

All Offerors must offer a Firm Discount Rate (FDR) on a minimum of 40% of the **155 products (62 items) of hardware listed in Annex B, tab B.2 AND obtain a minimum average of 15% on the total firm discounts offered.** The FDRs must be based on the Retail Price List suggested by the manufacturer.

The ranking of winning offers will be in descending order, depending on the number of products with an FDR.

Example : For the Montreal metropolitan community

Bidder	A	B	C	D	E
Number of products with FDR	55	75	89	120	105
Average of total firm discounts granted	20%	12%	28%	20%	32%
Compliance of the offer	Not-compliant	Not-compliant	Compliant	Compliant	Compliant
Ranking of the offer	n/a	n/a	3 <sup>rd</sup>	1 <sup>st</sup>	2 <sup>nd</sup>

- Bidder A is not compliant because he only granted 55 products with FDR. A minimum of 62 products is required.
- Bidder B is not compliant because the average of total firm discounts granted is 12%. A minimum average of 15% is required.
- Bidders C, D, E meet the 2 conditions of compliance.
- The ranking is done in descending order of the number of products with FDR: D (120), E (105) and C (89).
- Winning offers are D and E because there is only a maximum of 2 Standing offers per region.

#### 4.1.2 Evaluation of Price - Canadian / Foreign Bidders

1. Bidders must submit firm prices, customs duties and excise taxes included, and Applicable Taxes excluded.
2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids 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 bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
3. Bidders must provide prices Delivered Duty Paid (DDP) (***the address will be issued when a call-up against the Standing offer is done***) an Incoterms 2010 for shipments from a commercial contractor. Bids will be assessed on a DDP basis.

#### 4.2 Basis of Selection

##### 4.2.1 SACC Manual Clause [M0069T](#) (2007-05-25), Basis of Selection

**NOTE:** Canada reserves the right to award up to 4 standing offers (maximum two per region). A supplier could obtain a standing offer for one or both regions.

The two regions are:

- Montreal Metropolitan Community (including Drummondville, Cowansville, La Macaza, Joliette, Farnham, St-Jean-sur-Richelieu and St-Hubert)
- Quebec Metropolitan Community (including Donnacona , Levis and Valcartier)

### 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](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-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.

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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

#### 5.2.3.1 Certification letter (See Excel worksheet Annex B.1)

- Bidders must provide a certification letter indicating they are authorized distributor/dealer on at least **40 % of the 126 trademarks (51) on Annex B of the Excel file. Annex B must be completed and signed prior the issuance of the Standing Offer.**

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

N/A

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

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

#### **7.2 Security Requirements**

**7.2.1** There is no security requirement applicable to the Standing Offer. However, for resulting contracts from Correctional Services Canada (CSC), see Annex "C", it is an example of a request for access to a CSC establishment as a reference only.

#### **7.3 Standard Clauses and Conditions**

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

##### **7.3.1 General Conditions**

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

##### **7.3.2 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 "**D**" **Mid-year Report -Example** 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.

Reports must be submitted every 6 months to:

\*\*\* **Send reports by email to** \*\*\*

[saad.ibrahimy@tpsgc-pwgsc.gc.ca](mailto:saad.ibrahimy@tpsgc-pwgsc.gc.ca) AND [TPSGC.RQOCPRMTL-QRRMSOMTL.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQOCPRMTL-QRRMSOMTL.PWGSC@tpsgc-pwgsc.gc.ca)

The reporting periods are defined as follows:

- 1<sup>st</sup> half: from October 1<sup>st</sup> to March 31<sup>st</sup> ;
- 2<sup>nd</sup> half: from April 1<sup>st</sup> to September 30<sup>th</sup> ;

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.

## 7.4 Term of Standing Offer

### 7.4.1 Period of the Standing Offer (*dates will be indicated at the issuance of the Standing Offers*)

The period for making call-ups against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_.

### 7.4.2 Extension of Standing Offer (*dates will be indicated at the issuance of the Standing Offers*)

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two **(2)** additional **1 year periods**, from \_\_\_\_\_ to \_\_\_\_\_; **then from \_\_\_\_\_ to \_\_\_\_\_**; 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 **90 days** before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Saad Ibrahimy  
Title: acting supply specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 800 de la Gauchetière Ouest, Portail Sud-Ouest, Suite 7300, Montreal, Qc, H5A 1L6  
Telephone: 514-207-9568  
Facsimile: 514-496- 3822  
E-mail address: saad.ibrahimy@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.

## 7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

## 7.5.3 Offeror's Representative (to be completed by the bidder)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax.: \_\_\_\_\_  
Email: \_\_\_\_\_

## 7.6 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S.C., 1985, c. F-11, located in the following regions:

- Montreal Metropolitan Community (including Drummondville, Cowansville, La Macaza, Joliette, Farnham, St-Jean-sur-Richelieu and St-Hubert)
- Quebec Metropolitan Community (including Donnacona , Levis and Valcartier)

## 7.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 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

## 7.8 Limitation of Call-ups

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

## 7.9 Financial Limitation

N/A

## 7.10 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 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2018-06-21), General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, List of manufacturers and hardware products listing;
- g) Annex C, Request to access a federal institution (CSC);
- h) Annex D, Mid-year Report (example);
- i) 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*).

## 7.11 Certifications and Additional Information

### 7.11.1 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.

## 7.12 Applicable Laws

***(to be completed by the Offeror - must be a Canadian province or territory)***

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 \_\_\_\_\_.

## 7.13 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.

## **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 Requirement**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

[2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts, of [2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

### **7.3 Term of Contract**

#### **7.3.1 Delivery Date**

**Regular delivery** (item in stock): Delivery must be made **within 3 working days** after receipt of a call-up.

**Special delivery** (item not in stock): Delivery must be made **within four 10 working days** after receipt of a call-up.

### **7.4 Payment**

#### **7.4.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm unit prices based as specified in in Annex B – Basis of payment. Customs duties are included and Applicable Taxes are extra.

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

**Note:** The Standing Offer will be awarded in Canadian currency. The rate given by the Bank of Canada in effect on the bid solicitation closing date will be applied as a conversion factor.

#### **7.4.2 Multiple Payments**

SACC Manual clause [H1001C](#) (2008-05-12), Multiple Payment

#### **7.4.3 SACC Manual Clauses**

[C2000C](#) (2007-11-30), Taxes - Foreign-based Contractor

#### **7.4.4 Electronic Payment of Invoices – Call-up (will be updated based on supplier's choices in annex E)**

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);

#### **7.5 Invoicing Instructions**

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.

#### **7.6 Insurance**

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

#### **7.7 SACC Manual Clauses**

[A2000C](#) (2006-06-16), Foreign Nationals (Canadian Contractor)  
[A2001C](#) (2006-06-16), Foreign Nationals (Foreign Contractor)  
[A9062C](#) (2011-05-16), Canadian Forces Site Regulations  
[A9068C](#) (2010-01-11), Government Site Regulations  
[B1501C](#) (2018-06-21), Electrical Equipment  
[B7500C](#) (2006-06-16), Excess Goods

## **ANNEX "A" REQUIREMENT**

### **Description:**

This Regional Master Standing Offer (RMSO) consists of supplying hardware products on an as and when ordered basis.

### **Hardware definition:**

All objects, household goods, and small tools / equipment made from small metallurgy.

### **Identified Users:**

Various Federal Departments and Agencies located in the province of Quebec, specifically these located in the following regions:

- Montreal Metropolitan Community (including Drummondville, Cowansville, La Macaza, Joliette, Farnham, St-Jean-sur-Richelieu and St-Hubert)
- Quebec Metropolitan Community (including Donnacona , Levis and Valcartier)

### **Delivery and Delay:**

Regular delivery: Delivery must be made **within three (3) working days** after receipt of a call-up.

Special delivery: Delivery must be made **within five (5) working days** after receipt of a call-up.

### **Applies only to the institutions of Correctional Service Canada**

Any request to access a CSC federal Institution of by a supplier must have been completed and sent to CSC prior to delivery. Personal information is collected under the authority of the *Corrections and Conditional Release Act* in order to authorize access to a federal institution (See Annex F of the solicitation document as a reference only).

The supplier must ensure that its delivery staff carry proof of identity at all times, or they will be denied access to the site.

The delivery vehicles may be subjected to a search at all times when entering and exiting the institutions.

### **Quantities:**

Although there is no minimum value for call-ups, they must however represent a reasonable amount of goods to ensure that deliveries will be cost-effective for the supplier and suitable for the departments.

Client departments must make every effort to ensure that the value of call-ups is high enough for suppliers to ensure that delivery is cost-effective.

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E6MON-19-0008

Amd. No. - N° de la modif.  
File No. - N° du dossier  
mta 9-42009

Buyer ID - Id de l'acheteur  
mta 670  
CCC No./N° CCC - FMS No./N° VME

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Feature - OTHER HARDWARE PRODUCTS: Item # 155:

For the items, with no MRSP listing, **please note that it is the departments/agencies responsibility to choose the less expensive (most economical) brand in subsequent call-ups** following the issuance of the SO(s) issued and by referring to « **OTHER HARDWARE PRODUCTS (Item # 155)**».

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**ANNEX "B" BASIS OF PAYMENT**

***EXCEL SPREADSHEET  
PROVIDED AS EN ELECTRONIC ATTACHMENT***

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**ANNEX "C" REQUEST TO ACCESS A FEDERAL INSTITUTION**



Service correctionnel  
Canada

Correctional Service  
Canada

Protected B once completed  
Put away on file ► 3170-12

**PERSONAL INFORMATION**

Surname: \_\_\_\_\_ Full name: \_\_\_\_\_

Date of birth (YY-MM-DD): \_\_\_\_\_ Sex: M  F

Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Eye color: \_\_\_\_\_ Hair color: \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_

Province: \_\_\_\_\_ Postal code: \_\_\_\_\_

Tel. Number: Home: ( \_\_\_\_\_ ) \_\_\_\_\_ Cellular: ( \_\_\_\_\_ ) \_\_\_\_\_

**GENERAL INFORMATION**

Have you ever been found guilty of a criminal offence or do you have any pending charges?

No  Yes  If so, which?  
\_\_\_\_\_

Do you know personally anyone incarcerated in a federal or provincial institution?

No  Yes  If so, what is the name?  
\_\_\_\_\_

Are you registered as an inmate's visitor or have you ever visited an inmate?

No  Yes  If so, what is the name?  
\_\_\_\_\_

Have you made a similar request for access in the last two years?

No  Yes  If so, for which institution?  
\_\_\_\_\_

What is the reason for your request to access a federal institution?  
\_\_\_\_\_  
\_\_\_\_\_

Name of your employer / educational institution?  
\_\_\_\_\_

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Amd. No. - N° de la modif.  
File No. - N° du dossier  
mta 9-42009

Buyer ID - Id de l'acheteur  
mta 670  
CCC No./N° CCC - FMS No./N° VME



Service correctionnel  
Canada

Correctional Service  
Canada

Protected B once completed  
Put away on file ► 3170-12

Name of the employee responsible for the visit:

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**Privacy act statement**

Personal information about you is collected under the authority of the *Corrections and Conditional Release Act* in order to authorize your access to a federal institution. This information is collected, with no obligation on your part, and held in the Security Clearance System (SCS); however, if you refuse to comply with any security verifications, your access privileges will be refused. The information that you provide cannot be disclosed to other persons without your consent, EXCEPT where disclosure would be justified pursuant to one of the paragraphs of subsection 8(2) of the Privacy Act. **Access may be denied for submitting false information. The institution reserves the right to refuse access to the applicant before, upon arrival or during the visit.**

I hereby authorize the Correctional Service of Canada to conduct any investigation it deems necessary to allow my access to their institution. I agree that the Correctional Service of Canada cannot be held accountable for any harm suffered in the course of my activities unless this harm is directly attributable to the negligence of one or more employees of the Service.

Applicant signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of employee responsible for the visit: \_\_\_\_\_ Date: \_\_\_\_\_

**RESERVED FOR THE PREVENTIVE SECURITY DEPARTMENT**

Institution: \_\_\_\_\_

Access to the institution granted: No  Yes

Name of Security intelligence officer: \_\_\_\_\_ Date: \_\_\_\_\_

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Amd. No. - N° de la modif.  
File No. - N° du dossier  
mta 9-42009

Buyer ID - Id de l'acheteur  
mta 670  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "D" MID-YEAR REPORTS (EXAMPLE)**

**FIRST HALF-YEAR -> OCTOBER 1<sup>ST</sup>, 20XX to MARCH 31<sup>ST</sup>, 20XX.**

# RMSO	Business	Departments / Agencies	Quantity of Orders	Total Value per Departments / Agencies	Total Value per period
E6MON-190008	xxxxxxxxxx	DND - Valcartier	10	\$10,000.00	\$15,000.00
		DND – Montréal	12	\$5,000.00	
	xxxxxxxxxx				
	xxxxxxxxxx				
	xxxxxxxxxx				

Solicitation No. - N° de l'invitation  
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Client Ref. No. - N° de réf. du client  
E6MON-19-0008

Amd. No. - N° de la modif.  
File No. - N° du dossier  
mta 9-42009

Buyer ID - Id de l'acheteur  
mta 670  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "E" 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);

