

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC

11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

Industrial Vehicles & Machinery Products Division
LEFTD - HS Division
140, O'Connor Street/
140, rue O'Connor,
East Tower, 4th Floor/
Tour Est, 4e étage
Ottawa
Ontario
K1A 0S5

Title - Sujet Steel Tubing	
Solicitation No. - N° de l'invitation 21C21-193160/A	Date 2019-10-15
Client Reference No. - N° de référence du client 21C21-19-30003160	GETS Ref. No. - N° de réf. de SEAG PW-\$\$HS-653-77864
File No. - N° de dossier hs653.21C21-193160	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-11-26	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Martial, Daniel	Buyer Id - Id de l'acheteur hs653
Telephone No. - N° de téléphone (613)296-7559 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CORRECTIONAL SERVICE OF CANADA 4902 Main Street CORCAN Bldg 18 Dorchester New Brunswick E4K 2Y9 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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Annex A - Requirement, Annex A2 - Steel price fluctuation form, Annex B - Basis of Payment, Annex C - Determination of Steel Price Fluctuation Adjustment and Annex D - Electronic Payment Instruments.

1.2 Summary

Request for Regional Individual Standing Offer (RISO) for the supply and delivery of "Steel Tubing" to be ordered on an as and when requested basis by Correctional Services Canada, CORCAN, Dorchester Penitentiary located in Dorchester, New Brunswick.

The goods for prison labor exception provided for in the trade agreements have been invoked; therefore, this procurement is excluded from all of the obligations of the North American Free Trade Agreement (NAFTA) and the World Trade Organization Agreement on Government Procurement (WTO-AGP).

- 1.2.1** 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 Trade Agreements

The requirement is subject to the Canadian Free Trade Agreement (CFTA)

1.3.1 The requirement is limited to Canadian goods.

1.4 Debriefings

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

1.5 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 6.12 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: 120 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 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.

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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.

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: 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.

- 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: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with part 6, 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 «D» Electronic Payment Instruments, to identify which ones are accepted.

If Annex «D» 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

SACC Reference	Date	Section
C3010T	2014-11-27	Exchange Rate Fluctuation Risk Mitigation

3.1.3 Steel Price Fluctuation

1. It is acknowledged that the price of the steel will fluctuate over the period of the standing offer of five (5) years due to raw material price fluctuation.
2. The offeror may request Canada to assume the risk for fluctuation of the price of steel. This option must be specifically requested at time of bidding. For this clause to be effective, the Offeror must provide and justify with its offer the Steel Component of the offered firm price for all applicable items.
3. The Steel Component (in dollars) is defined as the portion of the price which will be directly affected by fluctuations of the price of steel. It must reflect the true steel component (in dollars) of the firm price of the item.
4. The steel component (in dollars) must be indicated in the Steel Price Adjustment Form, specified in Annex C – Determination of Steel Price Fluctuation Adjustment.
5. For evaluation purposes, all offers are evaluated with the firm prices offered in Annex B – Pricing, at time of solicitation closing.
6. The latest published indexes for steel on the Bureau of Labor Statistics of United States website, available at solicitation closing will be used as the Initial Index and the latest published index available at time of call-up will be applied to adjust the firm price that Canada will pay. The price of the call-up will be calculated in accordance with Annex C – Determination of Steel Price Fluctuation Adjustment.

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7. At time of bidding, the Offeror must complete column (4) on the Steel Price Adjustment Form, specified in Annex A2 for each line item where they want to invoke the steel price fluctuation provision. Where offers are evaluated in Canadian dollars, the dollar values provided in column (4) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
8. Only the published index on the Bureau of Labor Statistics of United States website will be accepted for the purpose of this Steel Price Fluctuation provision.

Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5.

Section IV: Additional Information

Canada requests that offerors submit the following information:

3.1.3 Best Delivery Date – Offer

While delivery is requested within five (20) calendar days from receipt of a call-up against the Standing Offer, the best delivery that could be offered is as follows:

All items will be delivered within _____calendar days from receipt of a call-up against the Standing Offer.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Offerors must demonstrate their conformity with the Mandatory Technical Criteria as specified in Annex A – Requirement.

4.1.2 Financial Evaluation

SACC Reference	Date	Section
M0220T	2016-01-28	Evaluation of Price - Offer

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

4.2.2 Evaluated Aggregate Price

Bids will be evaluated on an aggregate price basis for the firm years and the optional years as follows:

- the firm lot prices for each firm year will be summed up to obtain the evaluated price of the firm years;
- the firm lot prices for each optional year will be summed up to obtain the evaluated price of the optional years;
- the sum of all evaluated prices will determine the evaluated aggregate price.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the 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.

5.1.2 Canadian Content Certification

This procurement is limited to Canadian goods.

The Bidder certifies that:

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

5.1.2.1 SACC Manual clause [A3050T](#) 2018-12-06 Canadian Content Definition

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) (<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.

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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/programs/employment-equity/federal-contractor-program.html#s4) 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.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

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 also include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data, in electronic format (Excel spreadsheet format), in accordance with the reporting requirements detailed below. 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 electronically 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 reporting requirements includes, but is not limited to, the following information:

- 1a. Standing Offer Number;
- 1b. Standing Offer Title;
- 1c. Authorized Users
- 1d. Call-up number
- 1e. Invoice date and number
- 1f. Region of Delivery
- 1g. Reporting Period (Quarter and Per Fiscal Year);

1h. Total Number of Orders and associated value (Applicable taxes included) for the Reporting Period (Quarter);

1i. Total Number of Orders and associated value (Applicable taxes included) (Per Fiscal Year);

1j. Total Number of Orders and associated value (Applicable taxes included) (For the duration of the Standing Offer)

2a. Item number;

2b. Total Number of Item ordered (Per Quarter and Per Fiscal Year);

2c. Total Number of Item ordered (Per Region of Delivery);

2d. Total Number of Item ordered (Per Identified user);

The data must be submitted to the Standing Offer Authority no later than **fifteen (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 January 1 2020 to December 31, 2022, with option for two (2) periods, of one (1) year each.

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) periods, of one (1) year each under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority sixty (60) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.4.3 Delivery Points

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

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Daniel Martial
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
"HS" Division
L'Esplanade Laurier
140, O'Connor Street
East Tower, 4th Floor

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Ottawa (Ontario) K1A 0S5
Telephone: 613-296-7559
E-mail address: Daniel.martial@pwgsc-tpsgc.gc.ca

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

6.5.2 Project Authority

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

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

6.5.3 Offeror's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Correctional Services Canada
CORCAN
Dorchester Penitentiary
Dorchester, New Brunswick

6.7 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
- 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 \$40,000.00 (Applicable Taxes included).

6.9 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (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, Basis of Payment;
- g) Annex D, Electronic Payment Instruction
- h) the Offeror's offer dated _____

6.10 Certifications and Additional Information

6.10.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

6.11 Applicable Laws

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

6.12 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.

6.1 Requirement

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2010A (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.

6.3 Term of Contract

6.3.1 Delivery Date

Delivery must be made within **(to be inserted by PSPC)** calendar days from receipt of a call-up against the Standing Offer.

6.4 Payment

6.4.1 Method of Payment

SACC Reference
H1001C

Section
Multiple Payments

Date
2008-05-12

6.5 Basis of Payment

6.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm price(s) specified in Annex B – Basis of Payment, and as follows:

6.5.1.1 Basis of Payment (BOP) Type 1

Firm lot prices in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

The price paid will be adjusted in accordance with the exchange rate fluctuation provision and the Steel Price Fluctuation Adjustment (as applicable).

6.5.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

6.5.3 Steel Price Fluctuation Adjustment

1. It is acknowledged that the price of the steel will fluctuate over the period of the standing offer of five (5) years due to raw material price fluctuation.
2. The Steel Component (in dollars) is defined as the portion of the price which will be directly affected by fluctuations of the price of steel. It must reflect the true steel component (in dollars) of the firm price of the item.
3. The steel component (in dollars) must be indicated in the Steel Price Adjustment Form, specified in Annex C – Determination of Steel Price Fluctuation Adjustment.
4. The latest published indexes for steel on the Bureau of Labor Statistics of United States website, available at solicitation closing will be used as the Initial Index and the latest published index available at time of call-up will be applied to adjust the firm price that Canada will pay. The price of the call-up will be calculated in accordance with Annex C – Determination of Steel Price Fluctuation Adjustment.
5. Only the published index on the Bureau of Labor Statistics of United States website will be accepted for the purpose of this Steel Price Fluctuation provision.

6.5.4 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);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.5.5 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:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.5.6 SACC Manual Clauses

SACC	Reference Section	Date
B7500C	Excess Goods	2006-06-16
G1005C	Insurance	2016-01-28
A3060C	Canadian Content Certification	2008-05-12

6.6 Shipping Instructions - Delivery at Destination

The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (in accordance with Annex A - Pricing) as specified below. Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.

The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the person identified in Annex B – Basis of Payment. The consignee may refuse shipments when prior arrangements have not been made.

6.7 Delivery and unloading

Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.

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ANNEX A - REQUIREMENT

Specifications/Mandatory Requirements for Steel Tubing:

This product will be ordered "on an as and when requested basis."

Round steel H.R.E.W. tube, A-513 Type 1 pickled in oil, at 1" od X 0.065" (wall thickness) X 20' R/L. Quenched in oil with parameters at the following (minimum – 52,000PSI tensile strength), and (minimum 42,000PSI yield strength) and (minimum 18. Percent Elongation).

Bundles tied together should be no more than 169 pieces (20 ft per piece) maximum because of weight issues with our equipment.

No imperfections, rust free, and lightly oiled and wrapped in plastic for shipping. Mill test spec report are required upon requested. If mill test spec reports are not available, we will require a sample of 5 ft so we can test in our tube bender.

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ANNEX B –BASIS OF PAYMENT

Year 1 - Pricing period from January 1st 2020 to December 31, 2020

Description	Unit of Issue	Unit Price*
H.R.E.W. Tube, A-153 Type 1, pickled in oil, at 1" OD X 0.065" X 20' /L	Per ft	

*Freight costs are included in the price of the material

Year 2 - Pricing period from January 1, 2021 to December 31, 2021

Description	Unit of Issue	Unit Price*
H.R.E.W. Tube, A-153 Type 1, pickled in oil, at 1" OD X 0.065" X 20' /L	Per ft	

*Freight costs are included in the price of the material

Year 3 - Pricing period from January 1, 2022 to December 31, 2022

Description	Unit of Issue	Unit Price*
H.R.E.W. Tube, A-153 Type 1, pickled in oil, at 1" OD X 0.065" X 20' /L	Per ft	

*Freight costs are included in the price of the material

For option period 001 from January 1, 2023 to December 31, 2023

Description	Unit of Issue	Unit Price*
H.R.E.W. Tube, A-153 Type 1, pickled in oil, at 1" OD X 0.065" X 20' /L	Per ft	

*Freight costs are included in the price of the material

For option period 002 from January 1, 2024 to December 31, 2024

Description	Unit of Issue	Unit Price*
H.R.E.W. Tube, A-153 Type 1, pickled in oil, at 1" OD X 0.065" X 20' /L	Per ft	

*Freight costs are included in the price of the material

ANNEX C – DETERMINATION OF STEEL PRICE FLUCTUATION ADJUSTEMENT

The latest published indexes for steel on the Bureau of Labor Statistics of United States website, available at solicitation closing will be used as the Initial Index and the latest published index available at time of call-up will be applied to adjust the firm price that Canada will pay. The published Index on Bureau of Labor Statistics of United States website is the index indicated with a ``(P)``:

Published Index	Applicable Line Items
Cold Rolled Steel: https://data.bls.gov/timeseries/WPU101707	Items 1a to 6c, 10a to 10c
Hot Rolled, Hot Rolled Pickled and Oiled Steel: https://data.bls.gov/timeseries/WPU101703	Items 7a to 9c, 11 and 12

For each initial and extended periods, the firm price at call-up will be adjusted as follows:

- 1) Adjusted Firm Prix (per line item) = Steel Component X Qty X $(N_1 - N_0)/N_0 + P_0$

Where:

Steel Component = portion of the firm unit price claimed for the steel price fluctuation provision;

N_1 = Call-up index is the latest published index available at time of call-up;

N_0 = Initial Published Index is the latest published index available at solicitation closing:

N_0 for cold rolled steel is **(to be inserted by PWGSC);**

N_0 for hot rolled or hot rolled pickled and oiled steel is **(to be inserted by PWGSC);**

Qty = Units of steel sheets or plates requested per line item at call-up issuance;

P_0 = Firm unit price, specified in Annex B – Pricing.

- 2) The adjusted firm price at call-up will be determined by the sum of the adjusted firm price per requested item, or

Adjusted Firm Price at Call-up = Adjusted Firm Price of Line Item (#) + Adjusted Firm Price of Line Item (#), etc.

Steel Price Adjustment Form

To facilitate the calculation for steel price adjustment at call-up, the Excel attachment titled ``Annex A2 - Steel Price Adjustment Form`` must apply to each call-up issued by each of the three (3) delivery locations for each valid year of the Standing Offer. A printout of the published index from the Bureau of Labor Statistics of United States website indicating the date of call-up issuance must accompany this form. The Steel Price Adjustment Form is also the claim form, to be submitted with the offer, to indicate each line item for which to invoke the steel prix fluctuation provision.

Example (only)

For the purpose of this example, a request for standing offer closed on January 15, 2018. The Standing Offer was issued on January 25, 2018 for an initial period of one (1) year with an option to extend the Standing Offer for four (4) additional period of one (1) year.

At solicitation closing, Initial Published Index is $N_0 = 217.9$.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	210.4	219.6	222.3	224.3	229.3	230.4	242.9	219.8	216.1(P)	217.9.8(P)	216.6(P)	217.9(P)
2018												

This example will work with the same arbitrary line item at each call-up as follows:

Cold-rolled steel metals
Quantity = 1 sheet of 32 ft²
 $P_0 = \$50.00$ CAD
Steel Component = \$40

February 15, 2018: Index for adjustment is $N_1 = 216$

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	210.4	219.6	222.3	224.3	229.3	230.4	242.9	219.8	219	217.9.8(P)	216.6(P)	217.9(P)
2018	216(P)											

March 15, 2018: Index for adjustment $N_1 = 220.9$

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	210.4	219.6	222.3	224.3	229.3	230.4	242.9	219.8	219	217.4	216.3	217.9(P)
2018	216(P)	220.9(P)										

April 16, 2018: Index for adjustment is $N_1 = 222.7$

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	210.4	219.6	222.3	224.3	229.3	230.4	242.9	219.8	219	217.4	216.3	217.9(P)
2018	216(P)	220.9(P)	222.7(P)									

June 29, 2018: Index for adjustment is $N_1 = 236.9$

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	210.4	219.6	222.3	224.3	229.3	230.4	242.9	219.8	219	217.4	216.3	216.3
2018	211.5	211.2	222.7(P)	229.8(P)	236.9(P)							

August 20, 2018: Index for adjustment is $N_1 = 247.6$

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	210.4	219.6	222.3	224.3	229.3	230.4	242.9	219.8	219	217.4	216.3	217.9(P)
2018	211.5	211.2	224.4	229.8(P)	236.9(P)	244.4(P)	247.6(P)					

October 5, 2018: Index for adjustment is $N_1 = 251.6$

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	210.4	219.6	222.3	224.3	229.3	230.4	242.9	219.8	219	217.4	216.3	217.9(P)
2018	211.5	211.2	224.4	229.2	236.9(P)	244.4(P)	247.6(P)	252.2(P)	251.6(P)			

The adjusted firm price at each call up is determined as follows:

(Issuance Date of Call up)	Firm Unit Price	Steel Component (\$)	Quantity (Qty)	Initial Index (No)	Index for Adjustment (N_1)	% change	Adjustment (\$)	Adjusted Firm Price at Call up
15-Feb-2018	\$ 50.00	\$ 40.00	1	217.9	216	0.0087	-0.3488	\$ 49.65
15-Mar-2018	\$ 50.00	\$ 40.00	1	217.9	220.9	0.0138	0.5507	\$ 50.55

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16-Apr-2018	\$ 50.00	\$ 40.00	1	217.9	222.7	0.0220	0.8811	\$ 50.88
29-Jun-2018	\$ 50.00	\$ 40.00	1	217.9	236.9	0.0872	3.4878	\$ 53.49
20-Aug-2018	\$ 50.00	\$ 40.00	1	217.9	247.6	0.1363	5.4520	\$ 55.45
05-Oct-2018	\$ 50.00	\$ 40.00	1	217.9	251.6	0.1547	6.1863	\$ 56.19

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ANNEX D - 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);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)