



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux
Canada

Voir dans le document/
See herein

NA
Québec
NA

**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

Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Oue
800, rue de La Gauchetière Ouest
7^e étage, suite 7300
Montréal
Québec
H5A 1L6

Title - Sujet Chemical products Correctional Serv	
Solicitation No. - N° de l'invitation 21301-217556/A	Date 2020-10-23
Client Reference No. - N° de référence du client 21301-217556	GETS Ref. No. - N° de réf. de SEAG PW-\$MTA-405-15901
File No. - N° de dossier MTA-0-43121 (405)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-11-19	
Time Zone Fuseau horaire Heure Normale du l'Est HNE	
Delivery Required - Livraison exigée Voir doc.	
Address Enquiries to: - Adresser toutes questions à: Séguin, Caroline	Buyer Id - Id de l'acheteur mta405
Telephone No. - N° de téléphone (514)703-0455 ()	FAX No. - N° de FAX (514)496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: SERVICE CORRECTIONNEL DU CANADA Adresses variés Québec Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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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, the Basis of Payment, the List of locations, the Security Requirements, the Usage Reports and the Electronic Payment Instruments.

1.2 Summary

Request for Regional Individual Standing Offer (RISO) to supply, as and when needed, various chemical products for the thermal power plants, filtration plants and water softener of Correctional Service Canada (CSC) for various locations specified under Annex C – List of locations.

No minimum quantity will be guaranteed.

A maximum of seven (7) standing offers could be put in place as a result of this request for standing offer. An Offeror could win a standing offer for one or multiple regions. Only one standing offer will be put in place for each of the seven region.

The resulting standing offer(s) will be valid for a firm period of two (2) years and will include the right for Canada to exercise one (1) option year option.

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1.2.2 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 Security Requirements

This requirement does not include security requirements. However, please see Part 6 - Security, Financial And Insurance Requirements and Part 7 – Standing offer and Resulting contract clauses.

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 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](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.2 Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

PWGSC Québec Region Bid Receiving Unit

Only offers submitted using epost Connect service will be accepted. The Offeror must send an email requesting to open an epost Connect conversation to the following address:

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 Instruction [2006](#), or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.

It is the Offeror's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Standing Offers closing date.

Transmission of offers by facsimile or hardcopy to PWGSC will not be accepted.

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.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

The Offeror must submit its offer electronically 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

Offers transmitted by facsimile or hardcopy will not be accepted.

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

Section I: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B "Basis of Payment" divided into 8 tabs (7 regions, there are 2 tabs for La Macaza).

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex "F" 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

Offerors must submit prices for each year (2 firm years and 1 optional year) for the region(s) of their choice.

The financial evaluation will be done for each of the 7 regions identified in Annex C. Please note that the two locations identified for La Macaza will be combined for the financial evaluation and the issuance of the standing offer.

Please note that there will be one standing offer per region. However, one Offeror could win a standing offer including one or multiple regions.

We invite Offerors to submit prices for a minimum number of items for the locations of their choice, including the items for which the estimated quantity is 0. Although no call-up is anticipated for these items, they are part of the standing offer.

Here are the minimum number of items for which a price must be offered:

Location	Minimum items for which a price must be submitted :
Donnacona	18 of 23 items
Joliette	1 of 1 item
Ste-Anne-des-Plaines	26 of 36 items
Drummondville	17 of 26 items
La Macaza (Centrale Thermique)	23 of 28 items
La Macaza (Usine de filtration)	6 of 7 items
Port-Cartier	13 of 18 items
Cowansville	22 of 28 items

The technical support will not be part of the financial evaluation.

For evaluation purposes only, articles without a price will be given the price offered by the highest bidder.

The financial evaluation will be based on the following calculation:

Year 1 = Sum of all items except technical support [Estimated quantity x Price offered]

Year 2 = Sum of all items except technical support [Estimated quantity x Price offered]

Option = Sum of all items except technical support [Estimated quantity x Price offered]

Total Evaluated = Year 1 + Year 2 + Option

A spread of 20% will be accepted between the requested formats and the offered formats by the offerors. To standardize the spread, the rule of 3 will be used to verify the 15% spread allowed and to obtain the standardized price.

Example: Format requested 4 L

Format offered 3.8 L at \$5.25

Format Spread -> $3.8 \text{ L} / 4 \text{ L} = 0.95\%$ (so 5% of spread)

Standardized price -> $(\$5.25 \times 4 \text{ L}) / 3.8 \text{ L} = \underline{\$5.53}$

**Please note formats (liters or gallons) are based on Canadian standards.*

4.1.2.1 Evaluation of Price – Canadian/Foreign Offerors

1. The offerors must submit firm prices, customs duties and excise taxes included, and Applicable Taxes excluded.
2. Unless the request for standing offers specifically requires offers to be submitted in Canadian currency, offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the request for standing offers closing date, or on another date specified in the request for standing offers, will be applied as a conversion factor to the offers submitted in foreign currency.
3. The offerors must provide prices Delivered Duty Paid (DDP) – addresses identified in Annex C Incoterms 2010 for shipments from a commercial contractor. Offers will be assessed on a DDP basis.

4.2 Basis of Selection

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

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/M/M0069T/1>

Canada has the right to issue a maximum of 7 standing offers (one per region). However, an Offeror can get a standing offer including one or multiple regions.

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.

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PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

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

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

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

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 and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex "E" entitled Usage Reports. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted every six months starting at issuance of the Standing Offer to the Standing Offer Authority.

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from December 11, 2020 to December 10, 2022.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one-year period, from December 11, 2022 to December 10, 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.

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 60 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 Delivery Points

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

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Caroline Séguin
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Quebec Region
Address: 800 de la Gauchetière Street West, Office 7300, Montreal (QC), H5A 1L6
Telephone: (514) 703-0455
E-mail address: Caroline.Z.Seguin@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

This section will be completed at issuance of the standing offer.

The Project Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____

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

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

The Offeror's Representative for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____

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

7.6 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are the Correctional Service Canada locations identified in Annex C – List of locations.

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
 - 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.

7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).

7.9 Financial Limitation

This section will be completed at issuance of standing offer.

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (*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 3 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.

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 [2029](#) (2020-05-28), General Conditions - Goods or Services (Low Dollar Value);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, List of locations;
- h) Annex D, Usage Reports;
- i) Annex E, Security Requirements;
- j) the Offeror's offer dated _____ .

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

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 _____ .

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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

2029 (2020-05-28), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Delivery Date

Delivery must be completed in accordance with Annex A of the call-up against the Standing Offer.

7.4 Payment

7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in Annex B "Basis of Payment" for a cost of \$_____ (*insert the amount at issuance of standing offer*). 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.

7.4.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17), Limitation of Price
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C6000C/7>

7.4.3 Multiple Payments

SACC Manual clause H1001C (2008-05-12), Multiple Payments
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/H/H1001C/2>

7.4.4 SACC Manual Clauses

SACC Manual clause C2000C (2007-11-30), Taxes – Foreign-based Contractor
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C2000C/1>

7.4.5 Electronic Payment of Invoices – Call-up

This section will be adjusted when a call-up is made based on the selection made by the Offeror 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);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

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.

Each invoice must be supported by:

- a. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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)
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A2000C/1>

[A2001C](#) (2006-06-16), Foreign Nationals (Foreign Contractor)
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A2001C/1>

[B7500C](#) (2006-06-16), Excess Goods
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/B/B7500C/1>

[D3015C](#) (2014-09-25), Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/D/D3015C/2>

7.8 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A"

REQUIREMENT

DESCRIPTION:

This standing offer consists of supplying various chemicals to the Correctional Service Canada thermal power plants, filtration plant and water softener as orders are placed. The delivery addresses are listed under Annex C below.

DELIVERABLES:

The material safety data sheets must be provided when the products are delivered;

The products must be delivered within five (5) working days upon receipt of an order or in accordance with the delivery date requested on the order form;

During the winter period, the products must be protected from frost during delivery.

TIME LIMIT:

All products must be delivered within five (5) working days of ordering.

At all times, for the duration of the Standing Offer, during an "urgent" request, the Offeror must agree to supply the goods within seventy-two (72) hours of receipt of a ordered.

SECURITY:

Please note that there may be a waiting time at the entrance and exit of the establishment.

The customer may require that a safety investigation be carried out, as regards the persons ensuring the deliveries.

The supplier must also have to ensure that the members of his personnel will always have an identity card, otherwise access to the site will be refused.

A vehicle search is likely to be carried out at the entrance and exit of the establishment.

QUANTITIES:

The estimated quantities for each of the required items can be found in Appendix B – Basis of payment.

No minimum quantity is guaranteed - No minimum delivery will be accepted.

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ANNEX "B"

BASIS OF PAYMENT

SEE EXCEL DOCUMENT ATTACHED "ANNEX B – BASIS OF PAYMENT"

ANNEX "C"

LIST OF LOCATIONS

CSC DELIVERY – (Various institutions)	
Delivery addresses	Delivery times & special instructions
Archambault Institution – Min. 244, Montée Gagnon Ste-Anne-des-Plaines (Québec) J0N 1H0	Monday to Friday From 8:30 to 11:00 am
Établissement Port-Cartier 1, chemin d'Aéroport Port-Cartier (Québec) G5B 2W2	Monday to Friday From 8:30 to 11:00 am and From 1:00 to 3:00 pm (Preferably am)
Joliette Institution 400, rue Marsolais Joliette (Québec) J6E 8V4	Monday to Friday From 8:00 to 11:30 am and from 1:00 to 3:30 pm
La Macaza Institution 321, Chemin de l'Aéroport La Macaza (Québec) J0T 1R0	Monday to Thursday From 8:30 to 11:00 am and From 1:30 to 3:00 pm Friday From 8:30 et 11:00 am
Cowansville Institution 400, Fordyce Cowansville (Québec) J2K 3N7	Monday to Friday From 8:00 to 11:30 am and from 1:00 to 3:30 pm
Drummond Institution 2025, boul. Jean-de-Brébeuf Drummondville (Québec) J2B 7Z6	Monday to Friday From 8:45 to 11:00 am and from 1:00 to 3:30 pm
Donnacona Institution 1537, route 138 Donnacona (Québec) G3M 1C9	Monday to Friday From 8:00 to 11:00 am and from 1:00 to 3:00 pm

ANNEX "D"

SECURITY REQUIREMENTS

	Correctional Service Canada Service correctionnel Canada	ACCÈS À UN ÉTABLISSEMENT DEMANDE DE VÉRIFICATION DU DOSSIER AU CIPC	PROTECTED / PROTÉGÉ B ONCE COMPLETED / UNE FOIS REMPLI
INSTITUTIONAL ACCESS CPIC CLEARANCE REQUEST		PUT AWAY ON FILE - CLASSER AU DOSSIER ADMINISTRATIVE OR OPERATIONAL FILE DOSSIER ADMINISTRATIF OU OPÉRATIONNEL Original = 3170-12	
PLEASE PRINT INFORMATION CLEARLY - VEUILLEZ ÉCRIRE EN LETTRES MOULÉES			
Institution - Établissement		Request received / Demande reçue le	Date (YYAA-MM-DJ)
		PUT AWAY ON FILE / CLASSER AU DOSSIER 3170-12	
A. PERSONAL INFORMATION - RENSEIGNEMENTS PERSONNELS			
Surname / Nom de famille	Full name (no nicknames or initials) / Nom au complet (pas de surnoms ou d'initiales)		Maiden name (if applicable) / Nom de jeune fille (s'il y a lieu)
Date of birth / Date de naissance (YYAA-MM-DJ)	Place of birth - Lieu de naissance / City/Town - Ville ou municipalité	Province/State - Province ou état	Country - Pays
B. PHYSICAL DESCRIPTION - DESCRIPTION PHYSIQUE			
<input type="checkbox"/> Male / Homme	<input type="checkbox"/> Female / Femme	Height - Grandeur	Weight - Poids
			Eye color - Couleur des yeux
			Hair color / Couleur des cheveux
C. ADDRESS - ADRESSE			
Street - Rue	City/Town - Ville ou municipalité	Province	Postal Code - Code postal
			Telephone number - Numéro de téléphone / Home - Domicile / Work - Bureau
Representing (name of company/organization) - Représente (nom de la compagnie ou de l'organisation)			
D. GENERAL INFORMATION - RENSEIGNEMENTS GÉNÉRAUX			
Have you ever been convicted of a criminal offence for which you have not been granted a pardon, or an offence for which you have been granted a pardon and such a pardon has been revoked? / Avez-vous déjà été reconnu coupable d'une infraction criminelle pour laquelle on ne vous a pas octroyé un pardon ou d'une infraction pour laquelle on vous a octroyé un pardon qui a été révoqué?			
1.			<input type="checkbox"/> Yes / Oui <input type="checkbox"/> No / Non
Do you personally know of any person incarcerated in a correctional facility? / Connaissez-vous personnellement une personne qui est incarcérée dans un établissement correctionnel?			
2.	If so, provide names - Si oui, fournir son nom :		<input type="checkbox"/> Yes / Oui <input type="checkbox"/> No / Non
Do you have any reason to believe coming into contact with this person could pose a risk to your or their personal safety? / Avez-vous des raisons de croire que le fait d'entrer en contact avec cette personne pourrait présenter un risque pour votre sécurité personnelle ou la sienne?			
3.			<input type="checkbox"/> Yes / Oui <input type="checkbox"/> No / Non
Are you related/associated to an inmate or on an inmate's visiting list? / Êtes-vous apparenté ou associé à un détenu ou inscrit sur la liste des visiteurs d'un détenu?			
4.			<input type="checkbox"/> Yes / Oui <input type="checkbox"/> No / Non
If you have answered YES to any of the above, please explain below. - Si vous avez répondu OUI à une des questions ci-dessus, veuillez fournir une explication ci-après.			
E. SIGNATURE (When sections A to E are filled out completely, please return the completed form to the institution for approval.) / (Une fois que les sections A à E ont été remplies, veuillez retourner la formulaire dûment rempli à l'établissement aux fins d'approbation.)			
In making this application, I hereby give the Correctional Service of Canada my consent to use the information provided on this form to conduct such inquiries with police authorities as may be necessary to ascertain my suitability. Finally, I acknowledge that the Correctional Service of Canada has no responsibility for any harm that may come to me in the course of my activities, except where such harm is a direct result of negligence on the part of an employee(s) of the Service. / En soumettant la présente demande, j'autorise le Service correctionnel du Canada à se servir des renseignements fournis dans le formulaire afin de mener, auprès des services de police, toute enquête jugée nécessaire pour vérifier mon admissibilité. Par ailleurs, je conviens que le Service correctionnel du Canada ne peut être tenu responsable d'un préjudice subi dans le cadre de mes activités sauf si ce préjudice est directement attribuable à la négligence d'un ou de plusieurs employés du Service.		NOTE: Access may be denied for submitting false information. Passes may be issued for those receiving clearance and approval. / NOTA: Tout demandeur qui fournit de faux renseignements peut se voir refuser l'accès à l'établissement. Un laissez-passer peut être émis aux demandeurs dont la demande d'accès est approuvée.	
Applicant's signature - Signature du demandeur			Date (YYAA-MM-DJ)
F. FOR OFFICE USE ONLY - RÉSERVÉ AU SCC			
Reason for clearance - Motif justifiant la demande d'accès			
Department making the request (please print) / Unité qui soumet la demande (en lettres moullées s.v.p.)		Signature of Division Head / Signature du chef de la division	Date (YYAA-MM-DJ)
<input type="checkbox"/> No criminal record / Aucun casier judiciaire	<input type="checkbox"/> A possible criminal record #: / Numéro du casier judiciaire possible :	Last entry: / Dernière entrée :	
<input type="checkbox"/> An outstanding warrant/charge held by: / Auteurs du mandat non exécuté/accusation en instance :			
SIGNATURES			
<input type="checkbox"/> Approved / Approuvée	<input type="checkbox"/> Not approved / Non approuvée	<input type="checkbox"/> Yes / Oui	<input type="checkbox"/> No / Non
Security Intelligence Officer / Agent de renseignements de sécurité	Date (YYAA-MM-DJ)	Institutional Head / Directeur de l'établissement	Date (YYAA-MM-DJ)
			Visit Review Board / Comité des visites
			Date (YYAA-MM-DJ)

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ANNEX "E"
USAGE REPORT

No. Standing offer : _____

Supplier: _____

Location : _____

Period of report : _____

ITEM #	QUANTITY	UNIT PRICE
TOTAL		

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ANNEX "F" to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

TO BE COMPLETED BY THE OFFEROR

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)