

**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  
7e étage, suite 7300  
Montréal  
Québec  
H5A 1L6

<b>Title - Sujet</b> RISO: H-shaped & prong fasteners RISO: H-shaped and metal prong fasteners	
<b>Solicitation No. - N° de l'invitation</b> 21C31-208132/A	<b>Date</b> 2020-11-16
<b>Client Reference No. - N° de référence du client</b> 21C31-208132	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MTA-625-15918
<b>File No. - N° de dossier</b> MTA-0-43169 (625)	<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> Eastern Standard Time EST <b>on - le 2020-12-09</b> Heure Normale du l'Est HNE	
<b>Delivery Required - Livraison exigée</b> Voir doc.	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lavoie, Corine	<b>Buyer Id - Id de l'acheteur</b> mta625
<b>Telephone No. - N° de téléphone</b> (514)207-4777 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> SERVICE CORRECTIONNEL DU CANADA 321 Chemin de l'Aéroport La Macaza Québec J0T 1R0 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 (type or print)</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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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:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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 Electronic Payment Instruments, and any other annexes

### **1.2 Summary**

To establish a Regional Individual Standing Offer to supply on as-and-when requested basis, H-shaped paper-fastener and metal prong fasteners, according to the requirements at Annexes "A", "B," & "C", for CORCAN, La Macaza Establishment, Province of Quebec. The Standing Offer will be from date of issuance for a period of twelve (12) months with the right to exercise the option to extend (3) three periods of twelve (12) months under the same terms and conditions.

### **1.3 epost Connect Service**

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.

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## 1.4 Security Requirements

There are no security requirements associated with the requirement of the Standing Offer. However, please see Part 7 - Standing Offer and Resulting Contract Clauses.

## 1.5 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.

## 1.6 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.

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

### 2.1.1 SACC Manual Clauses

[A3015T](#) (2014-06-26), Certifications – Bid

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## 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](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 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 **seven (7) calendar days** before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

## 2.4 Applicable Laws

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

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

Offers transmitted by facsimile or hardcopy will not be accepted.

#### 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 the "Annex D, 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 "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 III: Certifications** Offerors must submit the certifications and additional information required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

Offers will be assessed in accordance with the technical compliance detailed in Annex "A" – Requirement and every characteristics detailed in Annexes "B" & "C".

**Important:**

Provide a sample of the product that you are offering with your offer or five (5) working days after receipt of written notification to allow its' technical evaluation. Failure to comply will render your bid non responsive.

#### 4.1.2 Financial Evaluation

- 1- Offerors must submit prices for each year; meaning the first firm period of 12 months as well as the 3 optional 12 month periods (4 years total).
- 2- **Standing offer with the lowest evaluated price** will be determined as follows: total value of the unit prices quoted multiplied with the estimated quantities for each of the 4 years.

Offerors must submit prices for all articles in Annex "D".

Total financial evaluation: Sum of total prices of items A+B+C+D+E+F+G+H mentioned in Annex "D" – Basis of Payment.



#### 4.1.2.1 SACC Manual Clause

M0222T (2016-01-28), Evaluation of Price-Canadian/Foreign Bidders:

1. Offerors must submit firm prices, customs duties and excise taxes included, and Applicable Taxes excluded.
2. Unless the offer 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 offer closing date, or on another date specified in the offer, will be applied as a conversion factor to the offers submitted in foreign currency.
3. Offerors must provide prices Delivered Duty Paid (DDP) Incoterms 2010 to La Macaza for shipments from a commercial contractor. Offers will be assessed on a DDP.

#### 4.2 Basis of Selection

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

### 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.

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## 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.

## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 6.1 Security Requirements

There are no security requirements associated with the requirement of the Standing Offer. However, please see Part 7 - Standing Offer and Resulting Contract Clauses.

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## 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 Requirements at Annex "A", "B", and "C".

#### 7.2 Security Requirements (See Annex "E")

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

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

#### 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 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 below. If some data is not available, the reason must be indicated in the report. If no services are provided during a given period, the Offeror must provide a "NIL" report.

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

The semiannual reporting periods are defined as follows:

First semiannual period:	January 1 to June 30
Second semiannual period:	July 1 to December 31

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

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mta625  
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### 7.3.2.1 Reporting requirements

The offerors must provide their reports in accordance with the Standard Report below:

#### Regional Individual Standing Offer (RISO)

#21C31-208132/\_\_\_\_\_/MTA, Attaches et serre-feuille

Période du rapport : du \_\_\_\_\_ au \_\_\_\_\_

#	Description	Number of Call-ups	Amount in dollar
1	H-shaped fasteners, as described at Annex « A » - Requirement		\$
2	Metal prong fasteners, as described at Annex « A » - Requirement		\$
	Montant total (1+2) :		\$

Signature : \_\_\_\_\_

Date (YYYY-MM-DD) : \_\_\_\_\_

### 7.4 Term of Standing Offer

#### 7.4.1 Period of the Standing Offer (to be completed at RISO award)

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

#### 7.4.2 Extension of Standing Offer (to be completed at RISO award)

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 12 months. There will be 3 extension periods of 12 months available, 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.

First extension period: from \_\_\_\_\_ to \_\_\_\_\_

Second extension period: from \_\_\_\_\_ to \_\_\_\_\_

Third extension period: from \_\_\_\_\_ to \_\_\_\_\_

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 **thirty (90) days** before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### 7.4.3 Delivery Points

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

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mta625  
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## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Corine Lavoie  
Procurement Agent  
Public Works and Government Services Canada  
Acquisitions Branch  
800, rue de la Gauchetière West, Suite 7300  
Montréal, Québec H5A 1L6

Téléphone : (514) 207-4777

Courriel : [corine.lavoie@tpsgc-pwgsc.gc.ca](mailto:corine.lavoie@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 (to be completed at RISO award)

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
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 (to be completed by the Offeror)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: *Correctional Services Canada - CORCAN - Etablissement La Macaza*

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## 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 \$40,000.00 (Applicable Taxes included).

## 7.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (Applicable Taxes excluded) [\(will be indicated at contract award\)](#) 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 three (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 2010A (2020-05-28) General Conditions - Goods (Medium Complexity);
- e) Annex "A", Requirement;
- f) Annex "B", Pictures;
- g) Annex "C", Drawings;
- h) Annex "D", Basis of Payment;
- i) Annex "E", Access to a Correctional Service Canada (CSC) establishment;
- j) 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)*

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

## 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](#) (2020-05-28), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts, of [2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

The Work must be completed in accordance with the call-up against the Standing Offer.

#### **7.3.2 Delivery Date**

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

### **7.4 Payment**

SACC Manual Clauses [H1000C](#) (2008-05-12), Single 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 "D". 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 SACC Manual Clauses**

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



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### 7.4.3 Electronic Payment of Invoices – Call-up

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

- a. 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. L'entrepreneur doit soumettre ses factures conformément à l'article intitulé « Présentation des factures » des conditions générales. Les factures ne doivent pas être soumises avant que tous les travaux identifiés sur la facture soient complétés.
2. Les factures doivent être distribuées comme suit :
  - a. L'original et un (1) exemplaire doivent être envoyés à l'adresse qui apparaît à la page 1 du contrat pour attestation et paiement.

### 7.6 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance

### 7.7 SACC Manual Clauses

[A2000C](#) (2006-06-16), Foreign Nationals (Canadian Contractor)

[A2001C](#) (2006-06-16), Foreign Nationals (Foreign Contractor)

[B7500C](#) (2006-06-16), Excess Goods

[D0018C](#) (2007-11-30), Delivery and Unloading

[A9068C](#) (2010-01-11), Government Site Regulations

### 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](#)".

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## ANNEX "A"

### REQUIREMENT

#### 1.0 BACKGROUND

CORCAN is a key Correctional Service of Canada rehabilitation program whose mandate is to help federal inmates reintegrate into Canadian society by offering them job training and skills. CORCAN gives inmates the opportunity to develop professional skills through vocational and on-the-job training in five business lines (manufacturing, textiles, construction, services, and agriculture) during their incarceration.

In order to continue to support training in our printing services business line and to produce certain products properly, we need to procure H-shaped and prong paper fasteners that will be included on filing folders for various federal departments.

#### 2.0 TECHINAL REQUIREMENT

##### 2.1 Product 1: H-shaped paper fasteners to be placed by hand

- 2.1.1 Approximate annual quantities: 500,000 units
- 2.1.2 The material will be semi-hard brass or electrolytic tin plate
- 2.1.3 Thickness will be between 0.28 mm and 0.32 mm
- 2.1.4 Metal finishing can be either matte or glossy
- 2.1.5 The H-shaped paper fasteners must be delivered as shown in photo no. 2 of Annex C, that is, not folded (standing)
- 2.1.6 Quantity per box: 1,000 to 3,000 units per box
- 2.1.7 Call-ups: minimum of 50,000 units per call-up
- 2.1.8 Delivery time: within five weeks after receipt of call-up

##### 2.2 Product 2: Metal prong paper fasteners, 2<sup>3</sup>/<sub>4</sub>" fixed fork bases with a capacity of 2"

- 2.2.1 Approximate annual quantities: 150,000 units
- 2.2.2 The material will be semi-hard brass or electrolytic tin plate
- 2.2.3 Thickness will be between 0.28 mm and 0.32 mm
- 2.2.4 Metal finishing can be either matte or glossy
- 2.2.5 Quantity per box: 50 to 250 units per box
- 2.2.6 Call-ups: minimum of 50,000 units per call-up
- 2.2.7 Delivery time: within five weeks after receipt of call-up

**PHOTOGRAPHS:** see Annex "B"

**DRAWINGS:** see Annex "C"

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### **3.0 DELIVERY**

- 3.1 Delivery: 321 De l'Aéroport Road, La Macaza QC J0T 1R0
- 3.2 The Contractor will contact the Project Authority prior to delivery in order to complete the form for authorizing institutional access for the representative who will deliver the product.
- 3.3 Delivery time: 08:15 to 10:50 and 12:45 to 15:00, Monday to Friday, by appointment only
- 3.4 La Macaza does not have a loading dock. The boxes must be delivered on pallets at the front of the truck box or loaded so that they can be easily unloaded.

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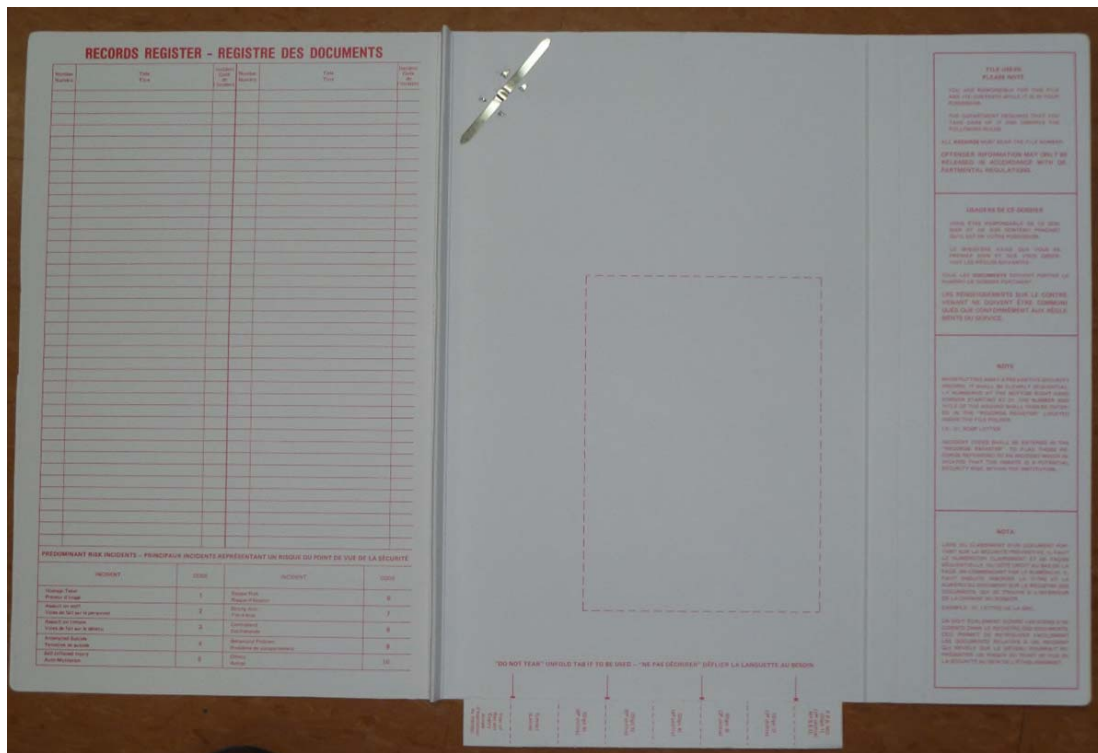
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## ANNEX "B"

### PICTURES

#### PRODUCT 1: Metal H-shaped paper fasteners to be placed by hand

##### Photo #1



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**Photo #2**



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**Photo #3**



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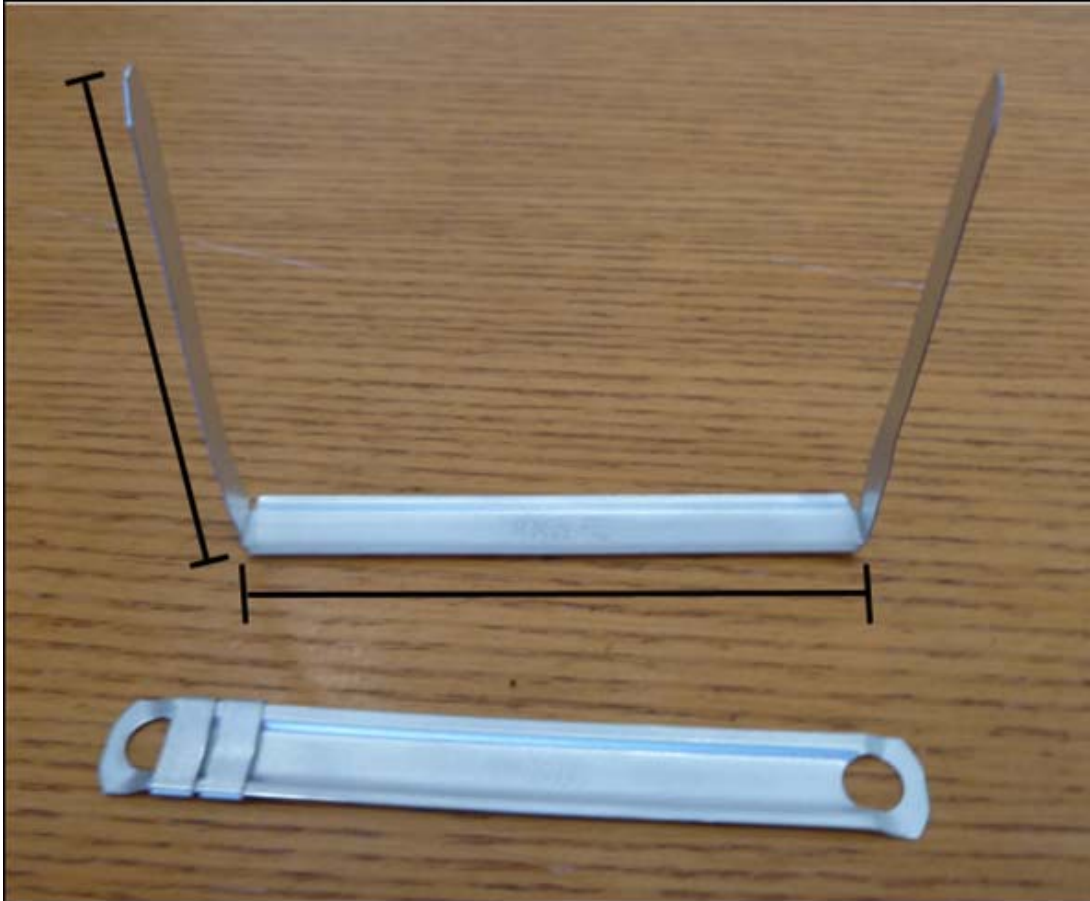
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**PRODUCT 2: Metal prong paper fasteners, 2 $\frac{3}{4}$ " (width) fixed fork bases with a capacity of 2" (height)**

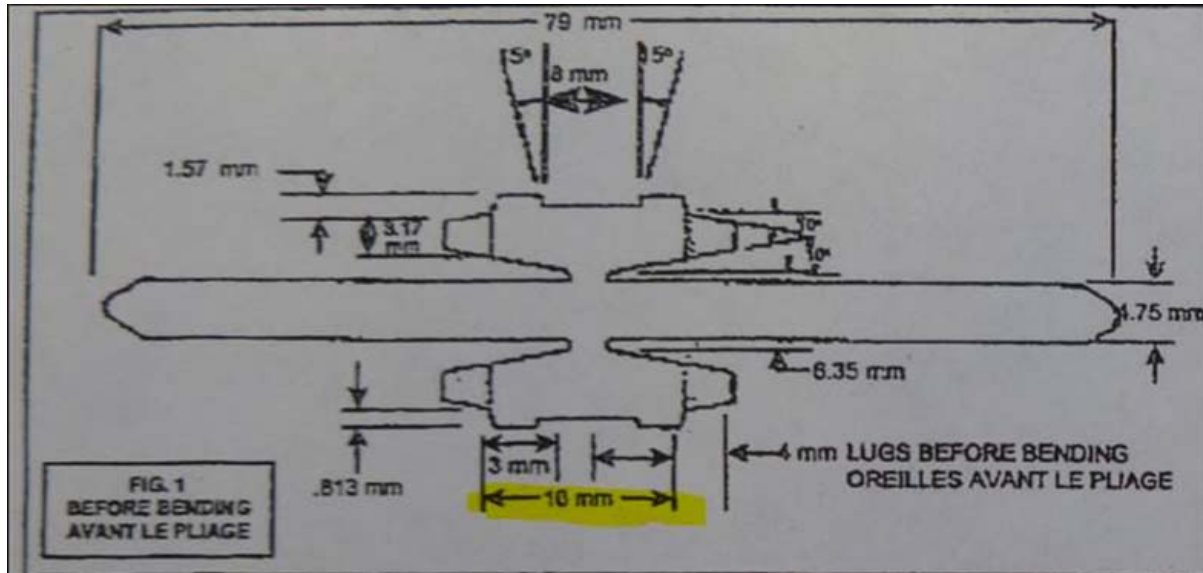
**Photo #1**



## ANNEX "C"

### DRAWINGS

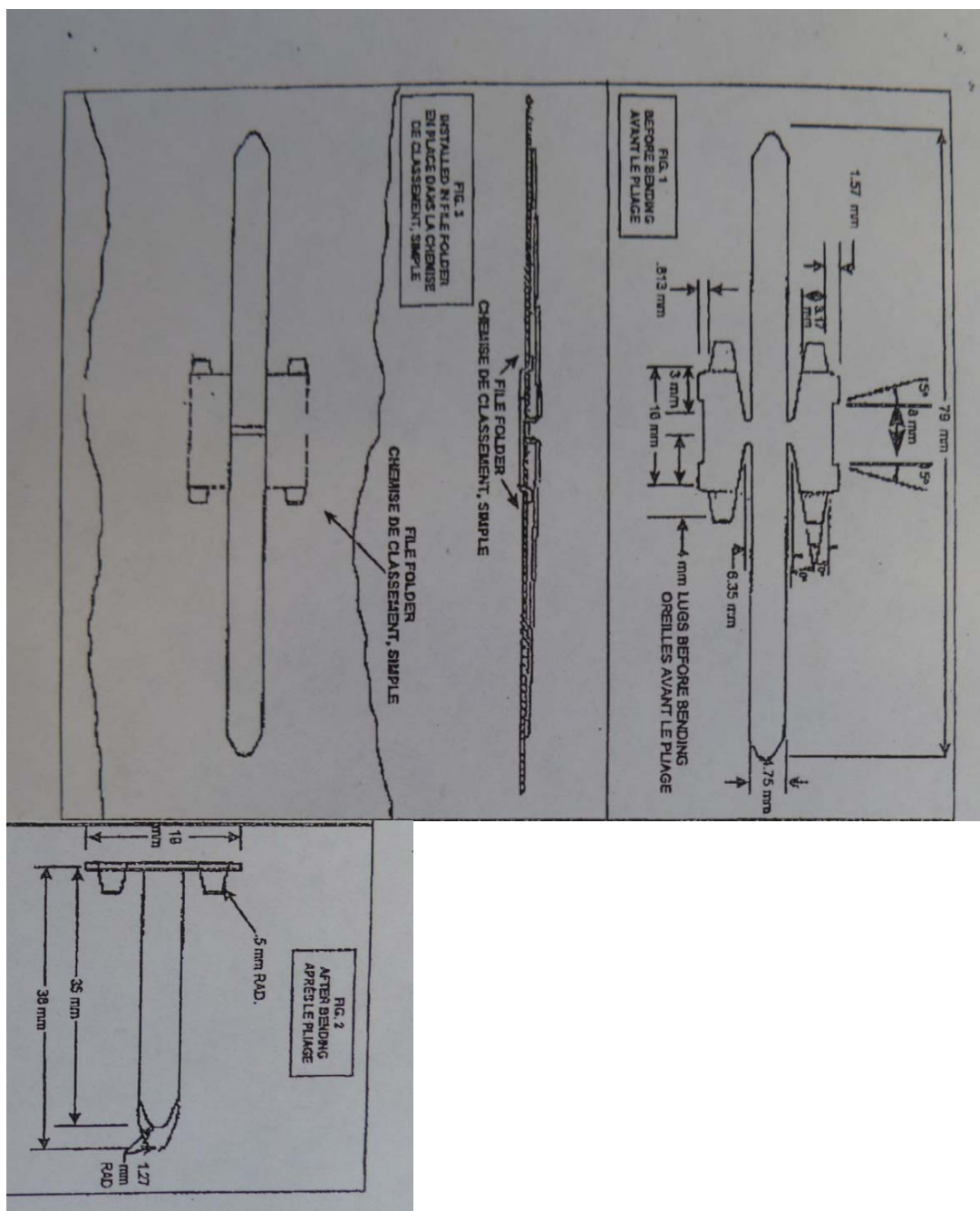
#### PRODUCT 1: Metal H-shaped paper fasteners to be placed by hand



#### Notes:

Total length of fastener: 79 mm  
Total width of fastener: 4.75 mm  
Length of lugs before bending: 4 mm  
Width of lugs at the end: 3.17 mm  
Length of center area between lugs highlighted in yellow: 16 mm  
Length of space between the two protrusions: 8 mm  
Length of each protrusion: 3 mm  
Width of each protrusion: 0.813 mm





ANNEX "D"

**BASIS OF PAYMENT**

ITEM	DESCRIPTION	ANNUAL QUANTITY (estimate)	FIX UNIT PRICE	TOTAL (multiply estimate with unit price)
<b>INITIAL PERIOD – one year as of date of issuance</b>				
<b>A</b>	H-shaped paper fasteners, as described at Annex « A » - Requirement	500 000 units	\$ _____/each	\$ _____
<b>B</b>	Metal prong fasteners, as described at Annex « A » - Requirement	150 000 units	\$ _____/each	\$ _____
<b>OPTION 1 - One additional year</b>				
<b>C</b>	H-shaped fasteners, as described at Annex « A » - Requirement	500 000 units	\$ _____/each	\$ _____
<b>D</b>	Metal prong fasteners, as described at Annex « A » - Requirement	150 000 units	\$ _____/each	\$ _____
<b>OPTION 2 - One additional year</b>				
<b>E</b>	H-shaped fasteners, as described at Annex « A » - Requirement	500 000 units	\$ _____/each	\$ _____
<b>F</b>	Metal prong fasteners, as described at Annex « A » - Requirement	150 000 units	\$ _____/each	\$ _____
<b>OPTION 3 - One additional year</b>				
<b>G</b>	H-shaped fasteners, as described at Annex « A » - Requirement	500 000 units	\$ _____/each	\$ _____
<b>H</b>	Metal prong fasteners, as described at Annex « A » - Requirement	150 000 units	\$ _____/each	\$ _____
	<b>TOTAL (A+B+C+D+ E+F+G+H)</b>			\$ _____

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## **ANNEX "E"**

### **FORM TO ACCESS A CORRECTIONAL SERVICE CANADA (CSC) ESTABLISHMENT**

**This form is intentionally left blank.**

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Service correctionnel  
Canada

Correctional Service  
Canada

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

Request to access a federal institution

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? \_\_\_\_\_  
Name of the employee responsible for the visit: \_\_\_\_\_

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: \_\_\_\_\_

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Service correctionnel  
Canada

Correctional Service  
Canada

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

**RESERVED FOR THE PREVENTIVE SECURITY DEPARTMENT**

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

Access to the institution granted: No ☐ Yes ☐

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

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**ANNEX « F »**

**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)

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**ANNEX “ G ”**

**COMPLETE LIST OF COMPANY BOARD OF DIRECTORS**

***NOTE TO BIDDERS***

***WRITE ALL DIRECTOR’S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS***

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**PBN (PROCUREMENT BUSINESS NUMBER):** \_\_\_\_\_