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Solicitation No. - N° de l'invitation  
21C11-212647/A  
Client Ref. No. - N° de réf. du client  
21C11-212647

Amd. No. - N° de la modif.  
File No. - N° du dossier  
CAL-1-44013

Buyer ID - Id de l'acheteur  
ca1137  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into 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:<br><br>6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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 Requirement, the Basis of Payment, the Electronic Payment Instruments, and any other annexes.

### **1.2 Summary**

- 1.2.1 For the supply and delivery of High Pressure Laminate (HPL) and HPL Backer Sheets of various colours, patterns and textures for the Correctional Service Canada, CORCAN, in various locations across Canada, as and when requested, during the period of the Standing Offer.

The period of the Standing Offer is from December 1, 2021 to November 30, 2022 with the option to extend up to two (2) periods of one (1) year each under the same conditions and at the rates or prices specified in the Standing Offer.

CORCAN requires the ability to purchase High-pressure laminates offered by Wilsonart/Arborite to match the existing stock components in our National warehouse. Our ECO furniture line is based on a component system that utilizes multiple parts to create a workstation.

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

### 1.3 Debriefings

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

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

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

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (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

[B4024T](#) (2020-07-01), No Substitute Products  
[M0019T](#) (2007-05-25), Firm Price and/or Rates  
[M1004T](#) (2016-01-28), Condition of Material - Offer

### 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 Western Region Bid Receiving Unit

Suppliers are strongly encouraged to submit bids electronically using the Canada Post epost Connect application for the subject bid solicitation. The Offeror must send an email requesting to open an epost Connect conversation to the following address:

[roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca](mailto:roreceptionSoumissions.wrbidreceiving@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.

Faxed bids will be accepted at 1-418-566-6167.

Hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

### 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 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 Alberta.

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.

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## **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.

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

#### **Section I: Technical Offer**

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

#### **Section II: Financial Offer**

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

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

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

If Annex "G" 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.

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine if there are two (2) or more offers with a valid Canadian content certification with the offers coming from two or more Offerors that are not affiliated within the meaning used in the Competition Act, R.S.C., 1985, c. C-34. In that event, only those offers with a valid certification will be eligible to be issued a Standing Offer; otherwise, all offers will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that offers are non-responsive or withdrawal of offers by Offerors, that there are no longer two (2) or more responsive offers with a valid certification, then all responsive offers will be eligible to be issued a Standing Offer. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

#### 4.1.1 Technical Evaluation

Please see Annex A – Requirement.

#### 4.1.2 Financial Evaluation

The Evaluated Offer will be determined as follows:

For each line item, all the unit prices will be added together and multiplied by the Yearly Estimated Usage to obtain the Extended Prices.

The Extended Prices will be added together to obtain the Total Evaluated Bid Price.

SACC Manual Clause M0220T (2016-01-28), Evaluation of Price – Offer

### 4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.



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## 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 Additional Certifications Required with the Offer

##### 5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

( ) a minimum of 80 percent of the total bid price consist of Canadian goods as defined in paragraph 1 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#), Example 2, of the Supply Manual.

##### 5.1.2.1.1 SACC Manual clause [A3050T](#) (2020-07-01), Canadian Content Definition

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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.

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## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **6.1 Offer**

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

#### **6.2 Security Requirements**

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

#### **6.3 Standard Clauses and Conditions**

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

##### **6.3.1 General Conditions**

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

##### **6.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods 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 "F". 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 on a quarterly to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 7 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 December 1, 2021 to November 30, 2022.

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#### **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 of two (2) 1-year option periods, 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 14 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 points specified at Annex "E" of the Standing Offer.

### **6.5 Authorities**

#### **6.5.1 Standing Offer Authority**

Ngan Loi  
Procurement Specialist  
Public Works and Government Services Canada  
Acquisitions Branch, Western Region  
759, 220 4 Ave SE  
Calgary, AB T2G 4X3

Telephone: 403-973-2796

E-mail address: [ngan.loi@pwgsc-tpsgc.gc.ca](mailto:ngan.loi@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

(To be completed by Offeror)

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

### 6.6 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are various Correctional Service Canada, CORCAN locations across Canada.

### 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 Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$TBD** (*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 four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 6.10 Priority of Documents

If there is a discrepancy between the 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, Basis of Payment;
- g) Annex C, Mandatory Packaging and Delivery Requirements;
- h) Annex D, Mandatory Conditions for Acceptance of Goods;
- i) Annex E, Delivery Destinations and Authorized Site Authorities; and
- j) the Offeror's offer dated \_\_\_\_\_.

## 6.11 Certifications and Additional Information

### 6.11.1 Compliance

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

## 6.12 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 Alberta.

## 6.13 Transition to an e-Procurement Solution (EPS)

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

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

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

## **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](#) (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.

### **6.3 Term of Contract**

#### **6.3.1 Delivery Date**

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

### **6.4 Payment**

#### **6.4.1 Basis of Payment - Firm Unit Prices**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B. 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.

#### **6.4.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed **\$ (TBD)**. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### **6.4.3 Single Payment**

H1000C (2008-05-12) Single Payment

#### **6.4.4 Electronic Payment of Invoices – Call-up**

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

#### **6.5 Invoicing Instructions**

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

#### **6.6 Insurance**

G1005C (2016-01-28) Insurance – No Specific Requirement

#### **6.7 SACC Manual Clauses**

A9068C (2010-01-11), Government Site Regulations  
B7500C (2006-06-16), Excess Goods  
M3060C (2021-05-20), Canadian Content Certification

#### **6.8 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.



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File No. - N° du dossier  
CAL-1-44013

Buyer ID - Id de l'acheteur  
ca1137  
CCC No./N° CCC - FMS No./N° VME

- 
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

## **6.9 Inspection and Acceptance**

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

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## ANNEX "A"

### REQUIREMENT

For the supply and delivery of High Pressure Laminate (HPL) and HPL Backer Sheets of various colours, patterns and textures for the Correctional Service Canada, CORCAN, in various locations across Canada, as and when requested, during the period of the Standing Offer.

The period of the Standing Offer is from December 1, 2021 to November 30, 2022 with the option to extend up to two (2) periods of one (1) year each under the same conditions and at the rates or prices specified in the Standing Offer.

CORCAN requires the ability to purchase High-pressure laminates offered by Wilsonart/Arborite to match the existing stock components in our National warehouse. Our ECO furniture line is based on a component system that utilizes multiple parts to create a workstation.

Offerors must provide products that are of the same description and brand name, as detailed in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered.

#### 1. Background

CORCAN is a program of the Correctional Service of Canada (CSC), dating back to the mid-1800s, when the first federal prisons were built. The objective of CORCAN is to promote offender rehabilitation by developing or improving employability. CORCAN became a Special Operating Agency in 1992, financed through a revolving fund and is subject to the same federal legislative and regulatory authority as CSC.

CORCAN operates in 32 sites across Canada with four business lines: textiles, manufacturing, construction and maintenance and services (such as printing and laundry). A principal goal of CORCAN is to provide Offender Workers with positive job-related work habits and the opportunity to acquire real-world marketable skills. CORCAN shops operate in as businesslike a manner as possible, given their institutional setting and training imperatives. Most shops are ISO-certified.

CORCAN's mission is to aid in the safe reintegration of offenders into Canadian society by providing employment and employability skills training to offenders incarcerated in federal penitentiaries and, for brief periods of time, after they are released into the community. Further information can be found within the CSC website at:

<https://www.csc-scc.gc.ca/corcan/index-eng.shtml>

#### 2. Objectives

The objective is for the Offeror to supply High Pressure Laminates and Backers of various colours, patterns and textures offered by Wilsonart of Canada ULC c/a Arborite.

#### 3. Tasks

Items are for delivery to CORCAN's in-house manufacturing centres located within various Correctional Service Canada's Institutions in the Atlantic, Quebec, Ontario, Prairie and Pacific Regions, on an as-and when requested basis, during the period of the Standing Offer.

CORCAN requires delivery of **NO later than four (4) weeks from the receipt of a call-up document unless an alternate time frame has been approved by the Identified User:**

- Offeror will acknowledge receipt of each order and notify the ordering office of shortages within three (3) days of receipt of an order.

- Offeror will provide the Identified User with a minimum of twenty-four (24) hours notification prior to delivery.
- Delivery will be provided by the Standing Offer holder. CORCAN reserves the right to choose the most economical means of shipping.

#### 4. Deliverables / Requirements

The Offeror must provide High Pressure Laminate (HPL) and HPL Backer Sheets of the various colours, patterns and textures offered by Wilsonart of Canada ULC c/a Arborite:

##### **Specifications for High Pressure Laminate (HPL) and HPL Backer Sheets:**

Please see Compliance Matrix below

##### **Special requirements:**

- 1) The Offeror should, if available, provide quantity discounts for "large" orders, including what the minimum quantity(s) discount(s) will be based upon
- 2) The Offeror should provide complimentary pricing for Solid Laminates
- 3) The Offeror should provide complimentary product charts/pricing if available

#### 5. Location of work / Delivery Destinations

- a. The Offeror must deliver the items, as identified on each call-up documents to the locations listed in Annex E.
- b. Travel: No travel is anticipated for performance of the work under this Standing Offer.

#### 6. Language of Work:

The Offeror must deliver the services and deliverables in English.

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## Instructions to Bidders

1. A complete list of the mandatory evaluation criteria are detailed in the Compliance Matrix below.
2. Bids which fail to meet all of the mandatory evaluation criteria will be declared non-responsive.
3. Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they meet each mandatory evaluation criteria. Bidder should demonstrate their capability in a thorough, concise and clear manner.
4. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation or stating, without any substantiating information, that a bidder is compliant will not be sufficient.
5. Substantiating information may include, but is not limited to, specification sheets, technical brochures, photographs or illustrations. If published supporting technical documentation is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance. All substantiating information should be provided with the bid at solicitation closing date. It is the Bidders responsibility to ensure that the submitted supporting technical documentation provides detail to demonstrate that the proposed product(s) meet the requirements of the evaluation criteria.
6. If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.
7. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present the topics in the order of the evaluation criteria, and include a grid in their proposal, containing the information which demonstrates how the bidder meets each evaluation criteria. Alternatively, and to avoid any duplication, bidders may also refer to the different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
8. Bidders must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal (RFP) document.

**COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS:**

Requirement:	Manufacturer(s) Offered:	Model Number(s) Offered:
Cashmere finish	Wilsonart of Canada ULC c/a Arborite	
Diamond finish	Wilsonart of Canada ULC c/a Arborite	
Laqwood finish	Wilsonart of Canada ULC c/a Arborite	

Item #	Performance Specification	Performance Specification Offered: Bidder should indicate how they meet the performance specification by recording this information in this column	Cross Reference: In this column, Bidders should cross-reference where this performance specification is indicated in their supporting documents
1	All HPL products must meet the CGSB 44-227- 2017 standard		
2	All HPL products must be general purpose (GP) laminate for flat applications		
3	All supplied products must be manufactured in accordance with ANSI/NEMA LD3-2005		
4	Supplied products must be Greenguard certified. Offeror must provide proof with the offer.		
5	Must be able to provide various sizes (CORCAN primarily uses 4' x 8', 5' x 10' and 5' x 12' sheets)		
6	Must be able to provide various colors/patterns/textures from "regular" stock (e.g. not "special order")		
7	All HPL and Backer sheets must be flat and free of ripples, waves, blemishes or other imperfections over their entire surface, including edges		
8	All HPL must be available in Cashmere, Diamond or Laqwood finish		
9	HPL backer must be provided in black or brown		
10	HPL backer must be available in 0.028" and 0.048" thickness		

## ANNEX "B"

### BASIS OF PAYMENT

GST is to be excluded from the prices identified herein.

GST, if applicable, is to be added to the invoice as a separate item.

All prices in Canadian Dollars unless stated otherwise.

Pricing is to be firm for the duration of the Standing Offer and must include the Mandatory Requirements specified in Annex "A"

All goods FOB Destination, delivery prepaid and included

The estimated usage provided herein is for evaluation purposes only and will not form part of any resulting standing offer.

#### A. Firm Year 1 period from December 1, 2021 to November 30, 2022:

1) Price per square foot (ft<sup>2</sup>) for High Pressure Laminate (HPL) manufactured in accordance with the latest version of **ANSI/NEMA LD3-2005** in various sizes, colours and patterns (regular range) for the following finishes:

	Yearly estimated quantity (a)	0.028" (b)	0.048" (c)	Extended price (a) x [(b)+(c)]
<b>Cashmere</b>	15,000 ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____
<b>Diamond</b>	500 ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____
<b>Laqwood</b>	500 ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____
<b>Total price A1</b>				\$ _____

2) Price per square foot (ft<sup>2</sup>) for HPL Backing Sheet manufactured in accordance with the latest version of **ANSI/NEMA LD3-2005**, various sizes and patterns (regular range) in the following finishes:

	Yearly estimated quantity (a)	0.028" (b)	0.048" (c)	Extended price (a) x [(b)+(c)]
<b>Brown</b>	150,000 ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____
<b>Black</b>	5,000 ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____
<b>Total price A2</b>				\$ _____

**B. Option Year 1 period from December 1, 2022 to November 30, 2023:**

1) Price per square foot (ft<sup>2</sup>) for High Pressure Laminate (HPL) manufactured in accordance with the latest version of **ANSI/NEMA LD3-2005** in various sizes, colours and patterns (regular range) for the following finishes:

	Yearly estimated quantity (a)	0.028" (b)	0.048" (c)	Extended price (a) x [(b)+(c)]
<b>Cashmere</b>	13,000 ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____
<b>Diamond</b>	500 ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____
<b>Laqwood</b>	500 ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____
<b>Total price B1</b>				\$ _____

2) Price per square foot (ft<sup>2</sup>) for HPL Backing Sheet manufactured in accordance with the latest version of **ANSI/NEMA LD3-2005**, various sizes and patterns (regular range) in the following finishes:

	Yearly estimated quantity (a)	0.028" (b)	0.048" (c)	Extended price (a) x [(b)+(c)]
<b>Brown</b>	160,000 ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____
<b>Black</b>	5,000 ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____
<b>Total price B2</b>				\$ _____

**C. Option Year 2 period from December 1, 2023 to November 30, 2024:**

1) Price per square foot (ft<sup>2</sup>) for High Pressure Laminate (HPL) manufactured in accordance with the latest version of **ANSI/NEMA LD3-2005** in various sizes, colours and patterns (regular range) for the following finishes:

	Yearly estimated quantity (a)	0.028" (b)	0.048" (c)	Extended price (a) x [(b)+(c)]
<b>Cashmere</b>	12,000 ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____
<b>Diamond</b>	500 ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____
<b>Laqwood</b>	500 ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____
<b>Total price C1</b>				\$ _____

2) Price per square foot (ft<sup>2</sup>) for HPL Backing Sheet manufactured in accordance with the latest version of **ANSI/NEMA LD3-2005**, various sizes and patterns (regular range) in the following finishes:

	Yearly estimated quantity (a)	0.028" (b)	0.048" (c)	Extended price (a) x [(b)+(c)]
<b>Brown</b>	170,000 ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____
<b>Black</b>	5,000 ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____/ft <sup>2</sup>	\$ _____
<b>Total price C2</b>				\$ _____

**Total evaluated bid price: A1+A2+B1+B2+C1+C2 = \$ \_\_\_\_\_**



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## ANNEX "C"

### MANDATORY PACKAGING AND DELIVERY REQUIREMENTS

Should a Standing Offer result from this Solicitation, the following list of "Mandatory Requirements" will form part of the Standing Offer and must be adhered to by the Offeror.

#### 1. ISO 9001 Certification

Since CORCAN manufacturing plants operate as ISO 9001 environments, "factory" certificates demonstrating that the goods were produced to ISO 9001 standards must either accompany the delivery of the ordered products or be forwarded to the Institution prior to shipping.

#### 2. Construction - All skids used to ship HPL and Backer sheets must be constructed as indicated below:

- a) Skids must be constructed solely of hardwood and in the following fashion:
  - i) Three (3) 4" x 4" hardwood pieces, each not longer than 4', will form the bottom layer of the skid;
  - ii) Over this bottom layer, two (2) 4"x 4" hardwood pieces will be lain lengthwise;
  - iii) It is upon these two (2) "top" pieces that the load will rest;
- b) The load must be banded both ways with edge protectors under the (steel) bands.

#### 3. Loading and Weight Limits

- a) Bearing in mind any limitations imposed by the "Mandatory Skid Construction" as detailed herein, all HPL and Backing sheets (on skids) must be uniformly and completely supported over their entire length and width. In addition, all other delivery requirements as indicated below must be adhered to in their entirety:
- b) All skids must be rigged for side unloading.
- c) Under no circumstances will individual skid load weight exceed 1134 kgs (2,500 lbs), unless specifically pre-authorized, via the call-up document, by the Site Authority.
- d) All skids must be individually tarped or otherwise suitably covered to reduce effects of weather and/or other potentially damaging agents;

#### 4. Identification of Goods - All skids must be individually identified (i.e. "labeled"). Such "labeling" must include:

- a) identification number,
- b) weight (pounds / kilograms),
- c) thickness of sheets,
- d) length by width of sheets,
- e) CORCAN Purchase Order / Requisition Number,
- f) number of pieces, and,
- g) delivery date.

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## 5. Delivery Notifications

The Offeror must adhere to the following delivery notifications:

- a) The Offeror must call the CORCAN Site Authority a minimum of twenty-four (24) hours prior to anticipated delivery to ensure that there will be no delay during the delivery and offloading due to an institutional "security lock down" or for any other reason;
  - i) If such a delay exists or is expected, the Offeror accepts that the delivery will have to be rescheduled. Such rescheduling will be at no additional charge to CORCAN.
- b) Before delivery, the Offeror 's drivers (either "in-house" or "contracted" persons) will have to have been "security cleared" by the specific Institution that will receive the order (to allow entry into the Institution), which shall be obtained by the Offeror from the Correctional Service Canada Security Officials at the Institution in question.
- c) All delivery truck(s) shall be of a size able to pass through the designated entrance gate (Sally Port) of the Institution in question. It is the responsibility of the Offeror to ensure that their trucks will pass before they are sent via calling the Site Authority at the Institution in question.
- d) The Offeror acknowledges that when a specific order is delivered, the Consignee, at their discretion, may only accept up to 5% overage in quantities in order to ensure receipt of the requested order (e.g. the number of sheets/product specified in the call-up document).

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## ANNEX "D"

### MANDATORY CONDITIONS FOR ACCEPTANCE OF GOODS

It shall be understood and accepted by all parties, both to this Solicitation and to any Standing offer resulting from this Solicitation, that the right for Acceptance of Goods lies solely with the Site Authority (e.g. the person who orders the materials via a call-up, or their designate). Inspection and Acceptance of delivered Goods are governed by the mandatory conditions outlined below. It shall also be understood and accepted that the Acceptance of Goods by the Site Authority shall be in two (2) phases, as indicated below.

#### Phase 1 - Provisional Acceptance

- a) This initial, but provisional, acceptance of the Goods occurs at the time of delivery. Provisional Acceptance on the part of the Site Authority means only that the Goods were delivered in good order in so far as the packaging and other delivery requirements have been met. In addition, a cursory inspection of the skid of HPL and Backer sheets indicate that they appear to conform to the requirements, at least with respect to appearance (only).
- b) It shall not be inferred by any party to this Solicitation or to any Standing Offer resulting from this Solicitation, that it is incumbent upon the Site Authority to sort through skids of Goods to absolutely determine which sheets, if any, fully meet the Requirements and Specifications. Since it is presumed that all HPL and Backer sheets delivered by the Offeror will meet the Requirements, it may be equally presumed by the Site Authority for the purposes of rejection, that if any sheet(s) do not meet the Requirements, then all the sheets do not meet them.

#### Phase 2- Final Acceptance of the Goods is contingent upon two (2) factors:

- a) All Goods received must meet the Requirements and Specifications as detailed herein to the full satisfaction of the Site Authority, and
- b) The Consignee must be able to actually utilize the received HPL and Backer sheets in the established manufacturing processes in place at their Plant, to fabricate the various items and components for which the sheets were acquired in the first place.

#### Site Authority Rejection of Goods

If for any reason the Site Authority adjudges any of the Goods as not having fully met the Requirements and Specifications as detailed herein, such Goods will be declared "Substandard/Not Acceptable". The Site Authority will fill out a Non-Conformance Report (NCR) and forward same to the Contracting Authority. The Offeror will be notified by phone and in writing of this decision to "reject" and the "Substandard/Not Acceptable" Goods will be returned forthwith to the Offeror for full credit. The full cost of the "return of rejected goods" will be at the Offeror's expense.

#### Site Authority options for Re-supply

Bearing in mind that the Goods are destined for CORCAN production shops for just-in-time manufacturing, it shall not be incumbent upon the Site Authority to automatically offer the Offeror whose goods have been returned, an opportunity to remedy the issue by re-supplying the Goods. Such an opportunity to re-supply may be afforded the Offeror by the Site Authority, but only at the Site Authority's sole discretion and will bear in mind the operational necessities then in force. Conversely, operational circumstances may dictate that the Site Authority must seek to fulfill all or part of the original order Requirement for the Goods through other means.

## ANNEX "E"

### DELIVERY DESTINATIONS AND AUTHORIZED SITE AUTHORITIES

The authorized Site Authorities are the CORCAN Operations Manager or Business Manager for the CORCAN manufacturing facilities (also the delivery destinations) located at the Correctional Services Canada Institutions noted below. It is to be understood by all parties that the number orders (e.g. call-ups) and their size will vary by production facility and that all facilities may not place orders during the time frame of this Solicitation/resultant Standing Offer.

Atlantic Region	Quebec Region	Ontario Region	Prairie Region	Pacific Region
<b>Springhill Institution</b> 330 McGee Street Springhill, NS BOM 1X0 Tel: (902) 597-8651, ext. 279	<b>Cowansville Institution</b> P.O. Box 5000 400 rue Fordyce Cowansville, Que J2K 3N7 Tel: (450) 263-3073 x- 2300	<b>Bath Institution</b> 5775 Bath Road Bath, Ontario K0H 1G0 Tel: (613) 351- 8215	<b>Stony Mountain Institution</b> P. O. Box 4500 Highway # 7 Winnipeg, Manitoba R3C 3W8 Phone: (204) 344- 5111, ext. 5511	<b>Mission Institution</b> P.O. Box 60 8751 Stave Lake St., Mission, BC, V2V 4L8 Tel: (604) 826-1231, ext. 5312
<b>Dorchester Institution</b> 4902 Main Street Dorchester, NB E4K 2Y9 Tel: (506) 379-4048		<b>Warkworth Institution</b> East of Highway Number 30, County Road Number 29 Campbellford, Ontario K0L 1L0 Tel: (705) 924-8186	<b>Bowden Institution</b> P. O. Box 6000 Highway #2 Innisfail, Alberta T4G 1V1 Tel: (403) 227-7311	
<b>Moncton Community Industries shop</b> 310 Baig Boulevard Moncton, NB E1E 1C8 Tel: (506) 379-4048 (Dorchester Inst.)			<b>Saskatchewan Penitentiary</b> P.O. Box 160 Prince Albert, Saskatchewan S6V 5R6	

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CAL-1-44013

Buyer ID - Id de l'acheteur  
cal137  
CCC No./N° CCC - FMS No./N° VME

## ANNEX "F"

### STANDING OFFER USAGE REPORT

Return to: [ngan.loi@pwgsc-tpsgc.gc.ca](mailto:ngan.loi@pwgsc-tpsgc.gc.ca)

Email: [TPSGC.ROPAequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.ROPAequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.gc.ca)

#### Quarterly Usage Report Schedule:

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.

#### REPORT ON THE VOLUME OF BUSINESS WITH FEDERAL GOVERNMENT DEPARTMENTS AND AGENCIES

SUPPLIER:  
STANDING OFFER NO:  
DEPARTMENT OR AGENCY:

#### REPORTING PERIOD:

Item No.	Call-Up/contract No. Description	Value of the Call-Up/Contract	GST/HST
(A) Total Dollar Value Call-ups for this reporting period:			
(B) Accumulated Call-Up totals to date:			
(A+B) Total Accumulated Call-Ups:			

**NIL REPORT:** We have not done any business with the federal government for this period [    ]

PREPARED BY:

NAME:

TELEPHONE NO.:

SIGNATURE:

DATE:

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File No. - N° du dossier  
CAL-1-44013

Buyer ID - Id de l'acheteur  
ca1137  
CCC No./N° CCC - FMS No./N° VME

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

**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).