



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

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

**Gatineau  
Québec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**Request For a Standing Offer  
Demande d'offre à commandes**

National Individual Standing Offer (NISO)

Offre à commandes individuelle nationale (OCIN)

Canada, as represented by the Minister of Public Works and  
Government Services Canada, hereby requests a Standing Offer  
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et  
Services Gouvernementaux Canada, autorise par la présente,  
une offre à commandes au nom des utilisateurs identifiés  
énumérés ci-après.

**Comments - Commentaires**

**Vendor/Firm Name and Address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

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

<b>Title - Sujet</b> Aluminum Extrusions Extrusions d'Aluminum	
<b>Solicitation No. - N° de l'invitation</b> 21C11-205666/B	<b>Date</b> 2021-09-13
<b>Client Reference No. - N° de référence du client</b> 3645666	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$HS-658-80364
<b>File No. - N° de dossier</b> hs658.21C11-205666	<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 Daylight Saving Time EDT <b>on - le 2021-10-13</b> Heure Avancée de l'Est HAE	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Klassen-Hayes, Daphne	<b>Buyer Id - Id de l'acheteur</b> hs658
<b>Telephone No. - N° de téléphone</b> (613)296-0230 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	
<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 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>

**Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, Offerors are highly encouraged to transmit their Offer electronically using the e-post Connect service. Information on the e-post Connect service can be found in Part 2 entitled Bidder Instructions- Submission of Offers; and Part 3 entitled Offer Preparation Instructions of the Solicitation.**

**This Request for Standing Offer (RFSO) cancels and supersedes previous RFSO number 21C11-205666/A dated 21 January, 2021 with a closing of 23 February, 2021 at 2:00 pm (EST). A debriefing or feedback session will be provided upon request to Offerors who submitted an offer on the previous RFSO.**

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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

The Request for Standing Offer (RFSO) is divided into six (6) parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;

Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6, 6A, Standing Offer, and 6B, Resulting Contract Clauses:

6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include Annex A - Statement of Requirement, Annex B – Line Item Detail and Pricing; Annex C – Technical Specifications and Requirements; Annex D - the Electronic Payment Instruments; and Annex E - the Federal Contractors Program for Employment Equity – Certification and any other annexes.

### 1.2 Summary

1.2.1 Correctional Service of Canada (CSC) has requirement to establish a National Individual Standing Offer (NISO) for the one-time only manufacture and supply of **Specialized Tooling Equipment (Customized Dies)**; and for the supply of Aluminum Extrusions on an as and when required basis in accordance with Annex A - Statement of Requirement; Annex B - Line Item Detail and Pricing; and Annex C - Technical Specifications and Requirements. The Aluminum Extrusions described herein will be utilized in the production of panel systems for office environment work stations. The Aluminum Extrusions must be supplied and delivered on an 'as and when required' basis to CSC facilities across Canada as identified in Annex A - Table 1.0.

The Request for Standing Offer (RFSO) is raised to establish a National Individual Standing Offer for the requirement detailed in the RFSO, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting Standing Offer.

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

### 1.3 Security Requirements

There are no security requirements applicable to this Standing Offer.

### 1.4 Debriefings

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

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

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 6.12 Transition to an e-Procurement Solution (EPS).

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

### 1.6 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

### 1.7 Government Owned / Government – Furnished Equipment

#### 1.7.1 General

1.7.1.1. Government Furnished Equipment (GFE) falls into the following two categories:

**a. Compulsory GFE.** This is the GFE that the Contractor must use to deliver some aluminum extrusions detailed in this Statement of Work.

**b. Optional GFE.** Optional GFE is GFE that CSC is offering to the Contractor for the sole purpose of possibly integrating available CSC assets in the Contractor's solution so as to ease the financial burden of producing aluminum extrusions and/or lower the resultant Contract price.

The Contractor can elect to take none, some or all of the optional GFE.

1.7.1.2 The Contractor must use the Compulsory GFE identified at Annex A. CSC is not offering any optional GFE to the Contractor at this time but may do so at a later time.

## 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: 90 days

### 2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the RFSO.

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessaoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessaoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2006](#), or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.

### 2.3 Enquiries - Request for Standing Offers

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

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

## 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

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications  
Section IV: Additional Information

If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (two (2) hard copies)  
Section II: Financial Offer (one (1) hard copy)  
Section III: Certifications (two (2) hard copies)  
Section IV: Additional Information (two (2) hard copies)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

## **Section I: Technical Offer**

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

### **3.1.1 Phased Process Description**

#### **3.1.1.1. Specialized Tooling Equipment (Dies) - Phase I:**

The successful Offeror must, **within sixty (60) calendar days of the Standing Offer award and subsequent Call-up**, manufacture the Specialized Tooling Equipment (Customized Dies) required for the supply of the Aluminum Extrusions identified herein. Once the Dies have been manufactured, the successful Offeror must notify the Standing Offer Authority in writing to report completion of Phase I.

**The Specialized Tooling Equipment, once manufactured and accepted by Canada, will become Government-owned and Government Furnished Equipment (GFE).** This is the GFE that the Contractor must use to deliver the aluminum extrusions detailed in the Annex A- Statement of Requirement.

Acceptance of the Specialized Production Tooling will be based on the written approval and acceptance by the Technical Authority. Production of the Aluminum Extrusions must not commence until the Supplier has received written approval of the pre-production samples from the Technical Authority. If there are any required adjustments, the Technical Authority will advise the Supplier. All adjustments must be made within an acceptable timeframe (as agreed) and a sample of the revised product must be sent to the Technical Authority for approval. The production rollout must not commence until the Technical Authority provides final written (e-mailed) approval to the Supplier.

#### **3.1.1.2 Pre-Production Samples - Phase II**

The successful Offeror will, **within eighty (80) days of the Standing Offer award**, be required to provide one (1) pre-production sample for each of the eight (8) aluminum extrusions identified in the Annex A – Statement of Requirement and in accordance with Annex C- Technical Specifications and Requirements to the Technical Authority for acceptance. The Specialized Tooling Equipment must be utilized to produce all extrusions under this Standing Offer. The Contractor must not commence production roll-out or Standing Offer work until receiving written approval of the pre-production samples.

**Upon acceptance of the pre-production samples, the successful Offeror may then provide an invoice for the cost of the dies in accordance with Part 6B - Basis of Payment, and with the Annex B- Line item Detail and Pricing.**

#### **3.1.1.3 Samples- General**

The Offeror must, upon request from the Standing Offer Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within fourteen (14) calendar days from the date of request. All samples submitted by the Offeror will remain the property of Canada and will not be considered as part of the deliverables in any resulting Standing Offer.

## **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Basis of Payment specified at Part 6B and with Annex B, Line Item Detail and Pricing. Applicable taxes must be shown separately. Prices must be shown in CAD.

### 3.1.2 Electronic Payment of Invoices - Offer

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

If Annex D- Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### 3.1.3 Exchange Rate Fluctuation

1. The Offeror may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Offeror claims for an exchange rate adjustment, this request must be clearly indicated in the offer at time of submitting their offer. The Offeror must submit form [PWGSC-TPSGC 450](#), Claim for Exchange Rate Adjustments with its offer, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Offeror and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of submitting their offer, the Offeror must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#), for each line item where they want to invoke the exchange rate fluctuation provision. Where Offers are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Offeror will not be accepted for the purposes of this exchange rate fluctuation provision.

## 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.
- (c) Canada will use the Phased Bid Compliance Process described below.

#### **4.1.1 Phased Bid Compliance Process**

##### **4.1.1.1 (2018-07-19) General**

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Offerors are and will remain solely responsible for the accuracy, consistency and completeness of their Offers and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Offers or in responses by a Offeror to any communication from Canada.

THE OFFEROR ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE OFFER IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE OFFER HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A OFFER TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE OFFEROR ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS OFFER RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS OFFER NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Offeror and consider as part of the Offer, any information to correct errors or deficiencies in the Offer that are clerical or administrative, such as, without limitation, failure to sign the Offer or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Offeror has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the Offer solicitation closing in circumstances where the Offer solicitation expressly provides for this right. The Offeror will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Offer being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after Offer solicitation closing in circumstances where the Offer solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion.

The Offeror must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Offeror at any address provided by the Offeror in or pursuant to the Offer is deemed received by the Offeror on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### **4.1.1.2 (2018-03-13) Phase I: Financial Offer**

- (a) After the closing date and time of this Offer solicitation, Canada will examine the Offer to determine whether it includes a Financial Offer and whether any Financial Offer includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the Offer solicitation to be included in the Financial Offer is missing from the Financial Offer. This review will not assess whether the Financial Offer meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Offer or that the Financial Offer is missing all of the information required by the Offer solicitation to be included in the Financial Offer, then the Offer will be considered non-responsive and will be given no further consideration.
- (d) For Offers other than those described in c), Canada will send a written notice to the Offeror ("Notice") identifying where the Financial Offer is missing information. A Offeror, whose Financial Offer has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Offerors shall not be entitled to submit any additional information in respect of their Financial Offer.
- (e) The Offerors who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Offeror will be entitled to remedy only that part of its Financial Offer which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Offer, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Offer, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Offeror and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

- (g) Any other changes to the Financial Offer submitted by the Offeror will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Offeror's Offer. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Offer as is permitted above, and will be used for the remainder of the Offer evaluation process.
- (h) Canada will determine whether the Financial Offer is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Offeror in accordance with this Section. If the Financial Offer is not found responsive to the requirements reviewed at Phase I to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.
- (i) Only Offers found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.1.1.3 (2018-03-13) Phase II: Technical Offer**

- (a) Canada's review at Phase II will be limited to a review of the Technical Offer to identify any instances where the Offeror has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Offer meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Offeror (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Offer has failed to meet. A Offeror whose Offer has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Offer has been found responsive to the requirements reviewed at Phase II. Such Offeror shall not be entitled to submit any response to the CAR.
- (c) A Offeror shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Offeror's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Offeror which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Offer, the Offeror shall identify such additional changes, provided that its response must not include any change to the Financial Offer.

- (e) The Offeror's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Offer, the wording of the proposed change to that section, and the wording and location in the Offer of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Offeror must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Offeror's Offer, and failure of the Offeror to do so in accordance with this subparagraph is at the Offeror's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Offer submitted by the Offeror other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Offer as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Offer, but will be considered by Canada in the evaluation of the Offer at Phase II only for the purpose of determining whether the Offer meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Offer would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Offeror in response to the CAR. If so, the Offer will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Offeror shall bind the Offeror as part of its Offer, but the Offeror's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Offer.
- (h) Canada will determine whether the Offer is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Offeror in accordance with this Section. If the Offer is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.
- (i) Only Offers found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4. (2018-03-13) Phase III: Final Evaluation of the Offer**

- (a) In Phase III, Canada will complete the evaluation of all Offers found responsive to the requirements reviewed at Phase II. Offers will be assessed in accordance with the entire requirement of the Offer solicitation including the technical and financial evaluation criteria.
- (b) A Offer is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

#### **4.1.2 Technical Evaluation**

##### **4.1.2.1 Mandatory Technical Criteria**

The Offeror must provide with their offer, the technical information identified in Annex A- Statement of Requirement, and Annex B- Line item Detail and Pricing.

**4.1.2.2** The Phased Offer Compliance Process will apply to all mandatory technical criteria.

#### **4.1.3 Financial Evaluation**

**4.1.2.1** The Offeror must provide with their offer, the pricing information identified as required in Annex B- Line Item Detail and Pricing.

The prices in the offer must be identified in Canadian dollars (CAD), Delivered Duty paid (DDP) to the delivery destination identified in each Call-up, Incoterms 2000, Canadian Custom Duties and Excise Tax included, Applicable taxes and Environmental charges if applicable, extra.

#### **4.2 Basis of Selection**

**4.2.1** 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 on an aggregate basis will be recommended for issuance of a standing offer.

**Only one (1) Standing Offer (SO) will be awarded.**

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Offer

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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

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

#### 5.2.1 Integrity Provisions – Required Documentation

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

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

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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

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

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

#### 5.2.3.1 General Environmental Criteria Certification

The Offeror must select and complete one of the following two certification statements.

A) The Offeror certifies that the Offeror is registered or meets ISO 14001.

\_\_\_\_\_  
Offeror's Authorized Representative Signature Date

Or

B) The Offeror certifies that the Offeror meets and will continue to meet throughout the duration of the standing offer, a minimum of four (4) out of six (6) criteria identified in the table below.

The Offeror must indicate which four (4) criteria, as a minimum, are met.

<b>Green Practices within the Offerors' organization</b>	<b>Insert a checkmark for each criterion that is met</b>
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification.	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

\_\_\_\_\_  
Offeror's Authorized Representative Signature

\_\_\_\_\_  
Date

### 5.2.3.2 Product Conformance

The Offeror certifies that all goods proposed conform, and will continue to conform throughout the duration of the Standing Offer, to the requirement detailed under the Annex A - "Statement of Requirement"; Annex B – "Line Item Detail and Pricing"; and Annex C – Technical Description and Requirements dated 02 September, 2020.

This certification does not remove the offer from its obligation to meet all mandatory technical evaluation criteria detailed in Part 4.

\_\_\_\_\_  
Offeror's Authorized Representative signature

\_\_\_\_\_  
Date

## **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 Statement of Work at Annex A – Statement of requirement; Annex B- line Item Detail and Pricing; and Annex C – Technical Specifications and Requirements.

#### **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 A- Statement of Requirement and Annex B – Line item detail and Pricing. 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 basis 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

1. The reporting requirements includes, but is not limited to, the following information:

- 1a. Standing Offer Number;
- 1b. Standing Offer Title;
- 1c. Authorized Users;
- 1d. Reporting Period (Quarter and Per Fiscal Year);
- 1e. Expenditure for the reporting period;
- 1f. Expenditure since the issuance of the standing offer.

2. For each Call-up:

- 2a. Call-up number;
- 2b. Invoice date and number;
- 2c. NCAGE and Part Number;
- 2d. Quantity;
- 2e. Authorized Users.

The data must be submitted to the Standing Offer Authority no later than fourteen (14) calendar days after the end of the reporting period.

### **6.3.3 Standing Offer - Final Report**

On completion or termination of the National Master Standing Offer (NMSO), the offeror must produce a detailed final report with all cumulative data of the call-ups. Data must also include all purchases paid for by a Government of Canada Acquisition Card.

The final report must be completed and forwarded electronically to the Standing Offer Authority, no later than thirty (30) calendar days after the end of the completion or the set-aside of the Standing Offer.

## **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 [\*to be inserted by PWGSC.\*](#)

### **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 three (3) one-year 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 thirty (30) 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 Comprehensive Land Claims Agreements (CLCAs)**

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

### **6.4.4 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex A, Table 1.0 of the Standing Offer.

## **6.5 Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Daphne Klassen-Hayes,  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Industrial Products and Vehicles Procurement Directorate (IPVPD)

Telephone: 613-296-0230

E-mail address: daphne.klassen-hayes@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.

### **6.5.2 Project Authority**

*(to be inserted by PWGSC)*

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
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.

### **6.5.3 Offeror's Representative**

*(to be inserted by PWGSC)*

#### **General enquiries**

Name: \_\_\_\_\_  
Telephone No: \_\_\_\_\_  
Facsimile No: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## Delivery follow-up

Name: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Facsimile No: \_\_\_\_\_

E-mail address: \_\_\_\_\_

### 6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Correctional Service Canada (CORCAN INDUSTRIES)

### 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

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 **\$400,000.00** (Applicable Taxes included).

### 6.9 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010A](#) (2020-05-28) General Conditions - Goods

- f) Annex A, Statement of Requirement;
- g) Annex B, Line Item Detail and Pricing;
- h) Annex C, Technical Specifications and Requirements;
- i) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).

## **6.10 Certifications and Additional Information**

### **6.10.1 Compliance**

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

### **6.11 Applicable Laws**

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

### **6.12 Transition to an e-Procurement Solution (EPS)**

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

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

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

## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **6.1 Statement of 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.

#### **6.2.2 SACC Manual Clauses**

C3015C (2017-08-17), Exchange rate fluctuation adjustment  
C6000C (2017-08-17), Limitation of Price  
H1001C (2008-05-12), Multiple Payments  
M0019T (2007-05-25), Firm Price and/or Rates – Standing Offer

### **6.3 Government Furnished Equipment (GFE)**

#### **6.3.1 General**

**6.3.1.1.** The Contractor must use the Compulsory GFE identified at Annex A.

**6.3.1.2** The Contractor acknowledges that ownership of the GFE will remain with Canada at all times and the Contractor may only use the GFE for the purpose of performing this Contract. The Contractor may not use any of the GFE to provide services to other customers.

**6.3.1.3** The Contractor must incorporate the Compulsory GFE into its solution. During the Contract Period, the GFE will be considered an integral part of the Contractor. The Contractor must update Annex B, with the concurrence of CSC, for the period of this Contract.

**6.1.3.4** The Contractor may insure the GFE against loss or damage while the GFE is in the care, custody or control of the Contractor, but all costs associated with the insurance must be paid by the Contractor.

#### **6.3.2. Maintenance of GFE**

**6.3.2.1** The Contractor must maintain the GFE during the Contract Period and must provide, at its cost, all materials, equipment, parts and labour necessary to perform any preventive maintenance the Contractor considers prudent, as well as remedial and corrective maintenance as required from time to time to ensure that the GFE continues to function properly. Once any hardware is integrated into or loaded onto any of the GFE, ownership of that hardware will vest in Canada as part of the GFE.

**6.3.2.2** The Contractor is responsible for any cost or expenses due to the damage or loss of any of the GFE resulting from the Contractor's, or its employees' or its sub-contractors' negligence, omission or willful damage.

### **6.3.3 Relocation of GFE**

**6.3.3.1.** The Contractor must not remove or relocate any GFE without prior written authorization from CSC. If the Contractor's solution requires that the GFE be relocated, all expenses associated with the relocation must be paid by the Contractor.

**6.3.3.2.** Upon request by CSC, the Contractor must relocate Compulsory GFE.

### **6.3.4. Modifications and Upgrades to GFE**

**6.3.4.1.** The Contractor must not modify any GFE without prior authorization from CSC.

**6.3.4.2.** The Contractor must install, test and configure upgrades to the Compulsory GFE upon request by CSC and at no cost to CSC. CSC will be responsible for the procurement and funding of upgrades to the Compulsory GFE.

#### **6.3.4.3**

The requirement to upgrade the GFE may be waived by CSC if there is no planned use for the returned GFE. Credits resulting from waiving the upgrade requirement, if any, will be negotiated on a case-by-case basis.

### **6.3.5 Return of GFE**

**6.3.5.1** The Contractor must return the GFE to the destination designated by CSC upon the completion of its use. In the absence of such designation, the Contractor must request instructions from CSC. The costs associated with transporting GFE to any destination designated by CSC upon completion of its use will be paid by CSC.

**6.3.5.2** At the end of the Contract, or when the GFE is no longer required by the Contractor, the Contractor must return the GFE to CSC in conditions appropriate for the operation and maintenance and, for optional GFE, are within one manufacturer firmware release.

### **6.3.6 Inventory and Verification of GFE**

**6.3.6.1** The Contractor must conduct a verification of the baseline GFE. This verification must include a complete inventory, to ensure that the Contractor's inventory of the GFE matches the list of GFE set out at Annex B. The Contractor acknowledges that some GFE has been in the care of the Contractor. Therefore, Canada does not offer any warranty or representations that the GFE is of a particular condition, quality or fitness. It is the responsibility of the Contractor, as part of the verification performed during the contract implementation phase, to verify whether the GFE is fully functional and to identify any deficiencies to CSC during the contract implementation phase. The Contractor will be responsible for remedying any deficiencies not identified by the Contractor during the contract implementation phase, as part of its obligation to maintain the GFE during the Contract Period.

**6.3.6.2** The Contractor must ensure that each item of GFE is clearly marked as property of the Government of Canada, with a serial number that corresponds to the inventory entry for that item.

**6.3.6.3** The Contractor must conduct an annual inventory of the GFE and must notify CSC of any discrepancies between the result of the annual inventory and the GFE listed in this Contract by 1 March annually. The Contractor must work with CSC to resolve any discrepancies. CSC retains the right to inspect the GFE at any time and the Contractor must provide any reasonable assistance required.

### **6.3.7. Maintenance**

**6.3.7.1** The Contractor must provide all required preventive and corrective maintenance of the GFE.

**6.3.7.2 Preventative Maintenance.** The Contractor must maintain all GFE in accordance with the manufacturer's recommended maintenance practices. CSC may verify the Contractor's maintenance practices through regular inspections. The Contractor must remediate any deficiencies in its maintenance practices within five (5) days of being advised of the deficiencies.

**6.3.7.3 Corrective Maintenance.** The Contractor must provide corrective maintenance of all GFE. Corrective maintenance includes, but is not limited to, troubleshooting incidents and problems, and providing and replacing unserviceable components.

**6.3.7.4** The Contractor must replace, at its own cost, GFE that fail during this Contract Period. The Contractor must replace all unserviceable components with components of the same or newer revision level and vintage at the discretion of the Contractor. The unserviceable GFE becomes the property of the Contractor and the serviceable replacement becomes the property of Canada (but will continue to be used as GFE).

### **6.3.8 Support Management of the GFE**

#### **6.3.8.1. General**

Section 2.0 of the Statement of Requirement details conditions associated with GFE.

**6.3.8.2** The requirements in this Section take precedence over the requirements in Section 2.4 in case of a conflict between the two Sections.

#### **6.3.9. GFE Inventory Tracking**

**6.3.9.1** The Contractor must keep an inventory of and track all GFE accountable items. The Contractor must update the inventory within five (5) days of the addition, removal or relocation of an accountable item. The Contractor must provide CSC with a view of the inventory.

### **6.4 Term of Contract**

#### **6.4.1 Delivery Date – Specialized Tooling Equipment**

Delivery must be made within sixty (60) calendar days from receipt of the call-up against the Standing Offer.

#### **6.4.2 Delivery Date – Aluminum Extrusions**

Delivery must be made within twenty (20) calendar days from receipt of a call-up against the Standing Offer.

### **6.5 Payment**

#### **6.5.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, DDP (Delivered Duty Paid) in Canadian dollars (CAD) as specified in Annex B – Line Item Detail and Pricing. 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.

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

*(to be completed by PWGC)*

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## **6.7 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 following address for certification and payment.

*(to be inserted by PWGSC)*

- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **6.8 Insurance**

SACC Manual clause G1005C 2016-01-28 Insurance – No Specific Requirement

## **6.9 SACC Manual Clauses**

B7500C 2006-06-16 Excess Goods

D2025C 2017-08-17 – Wood Packaging Materials

D9002C 2007-11-30 – Incomplete Assemblies

## **6.10 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

## **ANNEX "A" - STATEMENT OF REQUIREMENT**

*(Please see attached Annex A document)*

**ANNEX "B" - LINE ITEM DETAIL AND PRICING**

Item #	Description	Drawing Reference (ref. Annex "C")	One-Time Cost	Unit Cost - Initial Two-Year Period of the Standing Offer(SO)	Unit Cost-Option Year One (1)	Unit Cost-Option Year Two (2)	Unit Cost-Option Year Three (3)	Total (Net) Aggregate Cost per Unit
1	Specialized Tooling Equipment ( Dies)	Dies for Items 02 to 09	\$0.00					\$0.00
				SO Year Two (2)				
				SO Year one (1)				
2	Connector, Aluminum	MD-18257-G		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	90° "L" Vertical Connector, Aluminum	MD-18259-E		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	Three (3)-Way Flat Connector, Aluminum	MD-18260-E		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	Beam, Aluminum	MD-18261-E		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	Panel Assembly Corner, 90° Aluminum	MD-18262-E		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	Power Pole, Aluminum	MD-18265-E		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	Panel Frame, Aluminum	MD-21497-E		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	Molding, Aluminum	MD-27042-A		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Aggregate Cost								\$0.00

**ANNEX "C" - TECHNICAL SPECIFICATIONS AND REQUIREMENTS**

*(Please see attached Annex C document)*

### **ANNEX "D" - ELECTRONIC PAYMENT INSTRUMENTS**

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

(As indicated in clause 3.1.2 to part 3, the Offeror must complete the following information in order to identify what electronic payment instruments are accepted for payment of invoices.)

- 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)

---

**ANNEX "E" - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY -  
CERTIFICATION**

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Offeror certifies having no work force in Canada.
- A2. The Offeror certifies being a public sector employer.
- A3. The Offeror certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Offeror has a combined workforce in Canada of 100 or more employees; and

- A5.1 The Offeror certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.
- OR**
- A5.2. The Offeror certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Offeror is not a Joint Venture.

**OR**

- B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

## **Statement of Requirement for Aluminum Extrusions**

### **1.0 SCOPE**

Correctional Service Canada (CSC) has a requirement to establish a National Individual Standing Offer (NISO) for the supply of Aluminum Extrusions as described herein; in Annex B- Line Item Detail and Pricing; and Annex C - Technical Specifications and Requirements.

Pre-requisite to the requirement for Aluminum Extrusions, is the one-time only requirement for the manufacture and supply of **Specialized Production Tooling (Dies)** to be utilized in the production of the Aluminum Extrusions. Manufacture and supply of the eight (8) individual dies will be considered to be Phase I (One) of this requirement. Once the Specialized Production Tooling (Dies) have been approved and accepted by the Technical Authority, they will become Government-Owned Equipment and applicable to the requirement as outlined in the RFSO.

### **1.1 Background**

CORCAN is an Offender-based rehabilitation program operating within Correctional Service of Canada (CSC). CORCAN's objective is to promote rehabilitation by developing skills and improving employability for participants from the Offender population. The requirement for Aluminum Extrusions is related to the production of CORCAN products by participants in the CORCAN Rehabilitation Program.

### **1.2. Purpose**

The Aluminum Extrusions described herein will be utilized in the production of panel systems for office environment workstations. The Aluminum Extrusions must be supplied and delivered on an 'as and when required' basis to CSC facilities across Canada as identified in Table 1.0.

## **2.0 REQUIREMENT**

### **2.1. Deliverables**

#### **2.1.1. Phase One (1) - Specialized Production Tooling (Dies)**

Canada requires the one-time only manufacture and supply of the Specialized Production Tooling (Dies) described herein and as identified in Annex B – Line Item Detail and Pricing; and Annex C – Technical Specifications and Requirements. The SPT (Dies) must be manufactured to produce the Aluminum Extrusions described in herein. Upon award of the Standing Offer, the Contractor must commence production of the eight (8) Dies/ Specialized Production Tooling. The Contractor must inform the Contracting Authority and the Technical Authority in writing when the production of the Specialized Production Tooling is complete. Once the Specialized Production Tooling (Dies) have been approved and accepted by the Technical Authority, they will become the property of Canada and henceforth referred to as "Government –Owned Equipment."

#### **2.1.2 Phase Two (2) - Pre-Production Samples**

Following the acceptance of the Specialized Production Tooling (Dies), the Contractor must produce and provide to the Technical Authority, one pre-production sample of **each** required

Aluminum Extrusions as identified in as described in Appendix I below; in Annex B and in accordance with the Technical Specifications of Annex C. The pre-production samples must be manufactured at no extra cost to Canada and must be manufactured using the newly manufactured and approved Specialized Production Tooling (Dies).

Acceptance of the Specialized Production Tooling will be based on the written approval and acceptance by the Technical Authority. Production of the Aluminum Extrusions must not commence until the Supplier has received written approval from the Technical Authority. If there are any required adjustments, the Technical Authority will advise the Supplier. All adjustments must be made within an acceptable timeframe (as agreed) and a sample of the revised product must be sent to the Technical Authority for approval. The production rollout must not commence until the Technical Authority provides final written (e-mailed) approval to the Supplier.

### 2.1.3 Phase Three (3) - Supply and Delivery of Aluminum Extrusions

CSC requires the supply and delivery of Aluminum Extrusions on an 'as and when required' basis as described herein, and in accordance with Annex B- Line Item Detail; and Annex C – Technical Requirements.

### 2.2 Preparation for Delivery

The extrusions must be packaged in bundles of no more than 2' x 2' ( two feet by two feet)

### Appendix I to Annex A – Estimated Forecast Demand

Key: M=1Metre

Item #	Description	Drawing Reference Ref. Annex C	Initial Two-Year Period of the Standing Offer		Option Year One (1)	Option Year Two (2)	Option Year Three (3)
			Forecast Demand Year One (1)	Forecast Demand Year Two (2)	Forecast Demand Year Three (3)	Forecast Demand Year Four (4)	Forecast Demand Year Five (5)
1.	Connector, Aluminum	MD-18257-G	55,000M	55,000M	55,000M	55,000M	55,000M
2.	90° "L" Vertical Connector, Aluminum	MD-18259-E	3,000M	3,000M	3,000M	3,000M	3,000M
3.	Three (3)-Way Flat Connector, Aluminum	MD-18260-E	2,500M	2,500M	2,500M	2,500M	2,500M
4.	Beam, Aluminum	MD-18261-E	10,000M	10,000M	10,000M	10,000M	10,000M
5.	Panel Assembly Corner, 90° Aluminum	MD-18262-E	5,000M	5,000M	5,000M	5,000M	5,000M
6.	Power Pole, Aluminum	MD-18265-E	1,500M	1,500M	1,500M	1,500M	1,500M
7.	Panel Frame, Aluminum	MD-21497-E	55,000M	55,000M	55,000M	55,000M	55,000M
8.	Molding, Aluminum	MD27042-A	15,000M	15,000M	15,000M	15,000M	15,000M

**Table 1.0 Estimated Forecasted Delivery Quantities % Table**

It is estimated that the forecasted quantities identified above will be required as follows:

	<b>Destination</b>	<b>% of qty's in Table 1.0</b>
1.	CORCAN – Dorchester Penitentiary (medium sector)	25%
2.	CORCAN – Cowansville Institution	50%
3.	CORCAN – Joyceville Institution (medium sector)	25%

**Table 2.0 Delivery Destinations**

<b>Region</b>	<b>Name of Institution</b>	<b>Delivery Address</b>	<b>Delivery Point of Contact</b>
Atlantic Region	Dorchester Penitentiary	4902 Main Street, Dorchester, NB, E4K 2Y9	To be provided at contact award
Quebec Region	Cowansville Institution	400 Fordyce Avenue Cowansville, Québec J2K 3N7	To be provided at contact award
Ontario Region	Joyceville Institution	Within 20 km of Joyceville, Ontario (Hwy 15)	To be provided at contact award

## **Annex C – Technical Specifications and Requirements**

### **1.0 Technical Requirements**

The Contractor must provide the Aluminum Extrusions as detailed herein and in accordance with Annex B- Line Item Detail; and the attached Appendices C1-C8 as identified in table 3.0. The supplier must manufacture dies to produce the aluminum extrusions.

#### **1.1. Technical Requirements – Image Representation**

DWG images of the Aluminum Extrusions are available upon email request to the Standing Offer Authority.

In the event of any discrepancy between the PDF drawings (Amendment 002) and the .DWG files, the information contained in the PDF documents will take priority.

#### **1.2. Aluminum Extrusions - Dimensions**

As there are different dimensions required, the technical documents for all 8 aluminum extrusions can be found below. Within these documents, the dimensions, thickness, length and weight are all identified.

#### **1.3. Aluminum Extrusions – Material**

The grade and temper of aluminum required is ALLOY-6063-T5 as identified in the technical drawings below.

#### **1.4. Aluminum Extrusions - Surface Finish**

The surface finish of the Aluminum extrusions must be mill finish and not powder coated or anodized.

#### **1.5. Dies**

The eight (8) dies must be manufactured to produce the aluminum extrusions as described in the documentation.

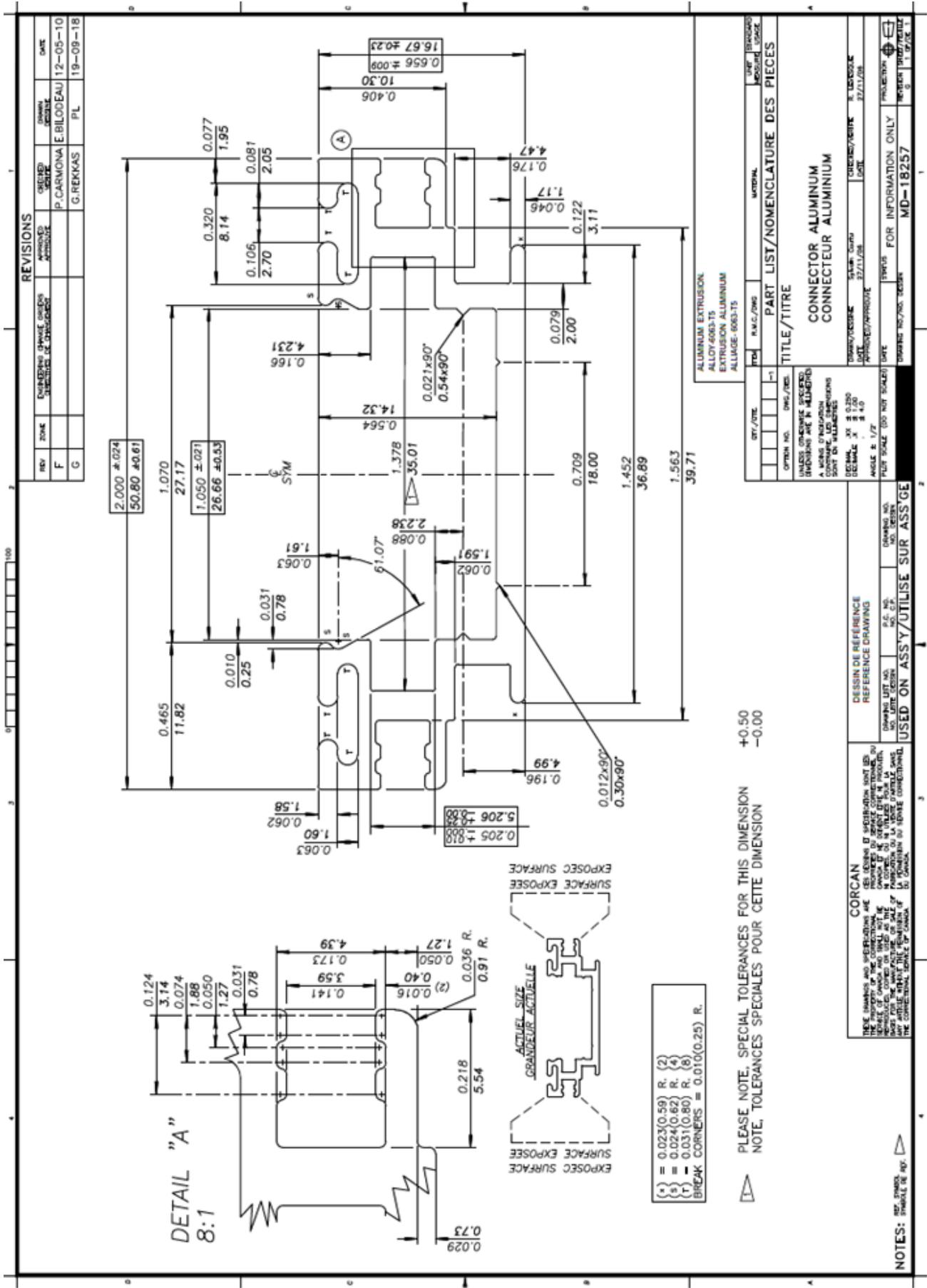
### **2.0. Preparation for Delivery**

The extrusions must be packaged in bundles of no more than 2" x 2".

**Table 3.0 Drawings**

Item #	Title of Drawing	Drawing Identification Reference	KG/Meter	Lengths				Appendix #
1	Connector, Aluminum	MD-18257-G	0.641	144"	147"	155"	106"	C-1
2	90° "L" Vertical Connector, Aluminum	MD-18259-E	0.8	144"	146"			C-2
3	Three (3)-Way Flat Connector, Aluminum	MD-18260-E	0.666	144"	146"			C-3
4	Beam, Aluminum	MD-18261-E	2.864	144"	146"			C-4
5	Panel Assembly Corner, 90° Aluminum	MD-18262-E	2.021	144"	146"			C-5
6	Power Pole, Aluminum	MD-18265-E	0.823	144"	146"			C-6
7	Panel Frame, Aluminum	MD-21497-E	0.933	144"	146"			C-7
8	Molding, Aluminum	MD27042-A	0.384	144"	146"			C-8

21C11-205666/B  
Annex C  
Appendix C1 to Annex C



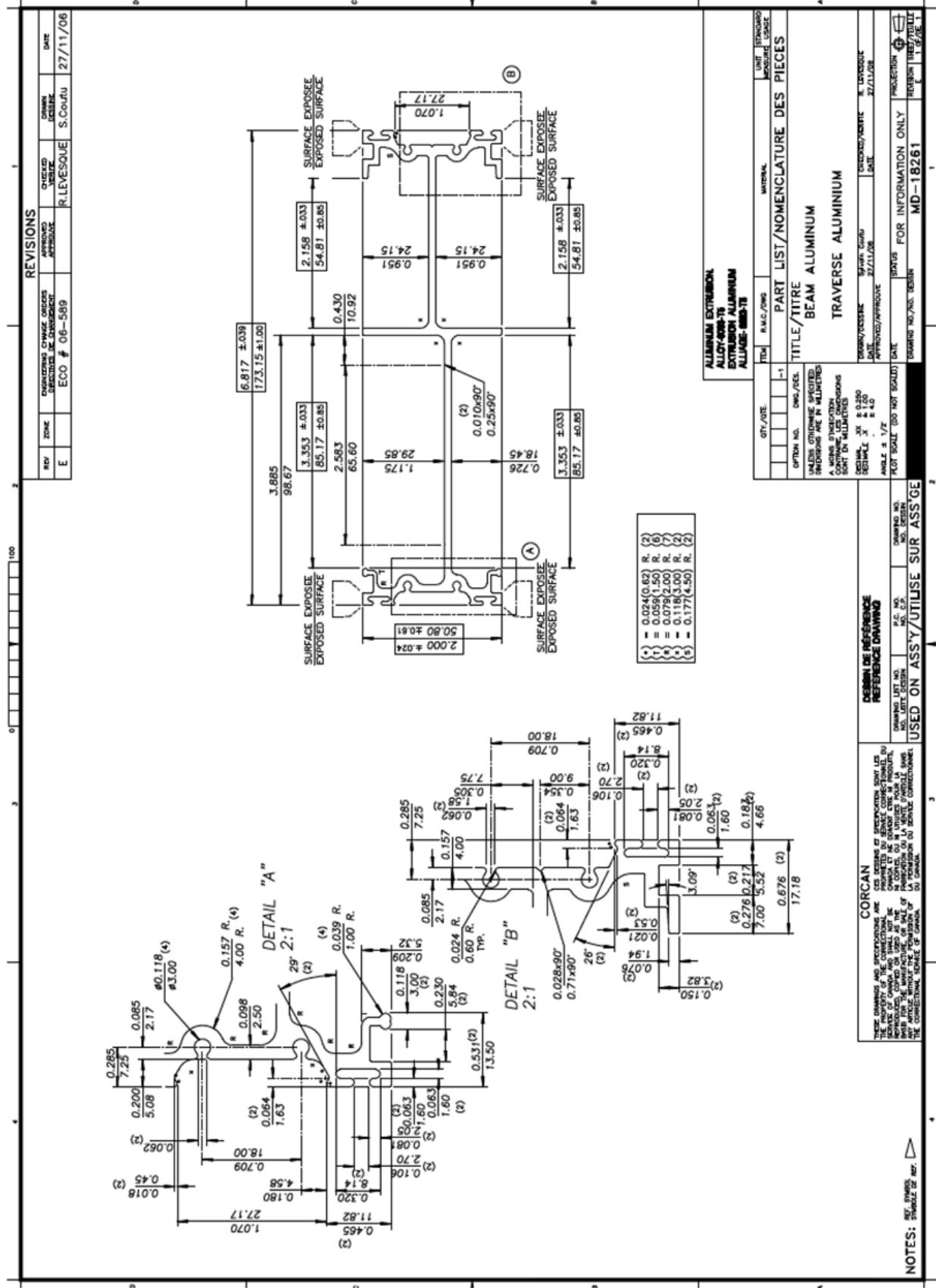
21C11-205666/B  
Annex C  
Appendix C2 to Annex C



21C11-205666/B  
Annex C  
Appendix C3 to Annex C



21C11-205666/B  
Annex C  
Appendix C4 to Annex C

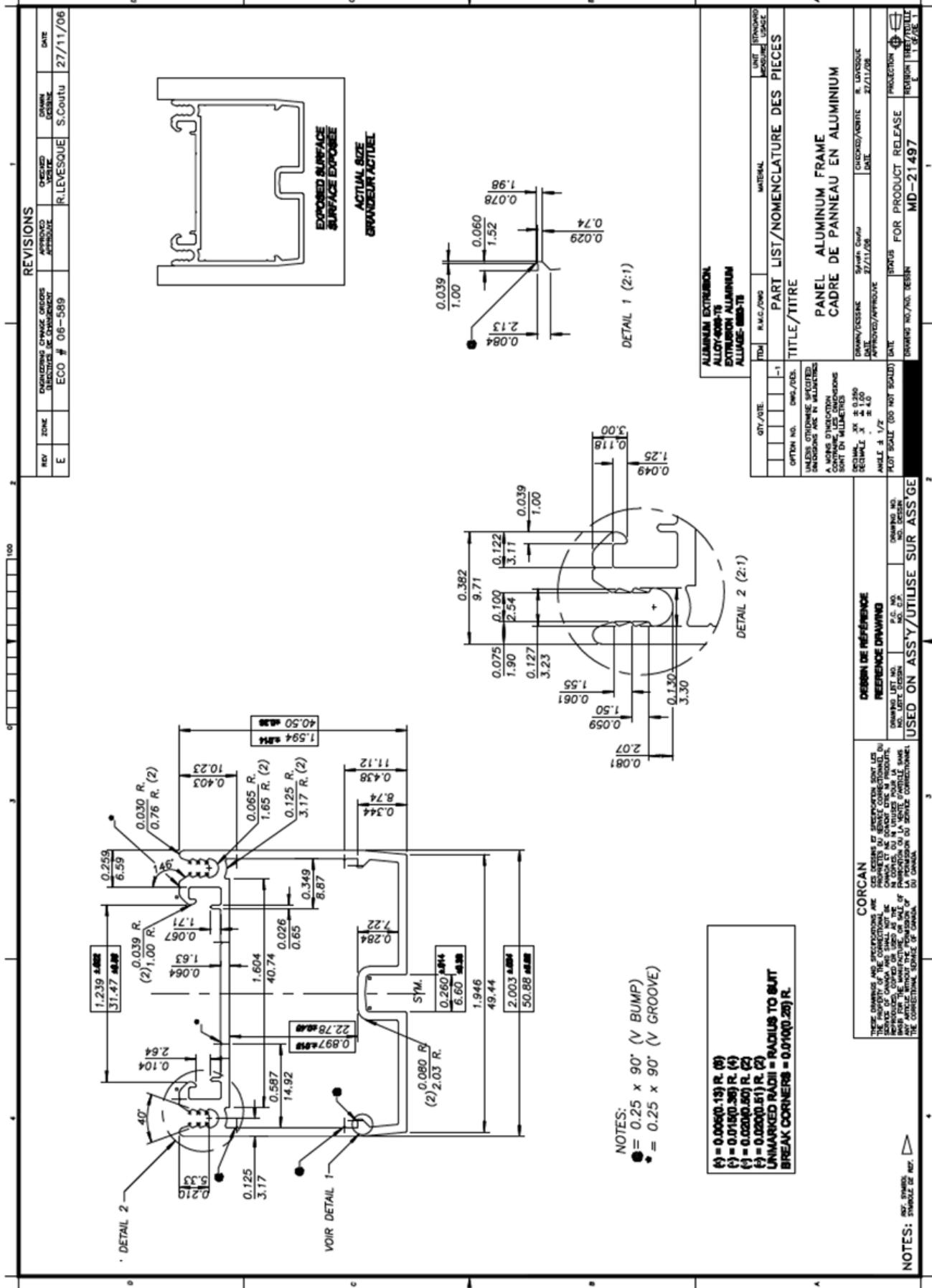




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Annex C  
Appendix C6 to Annex C

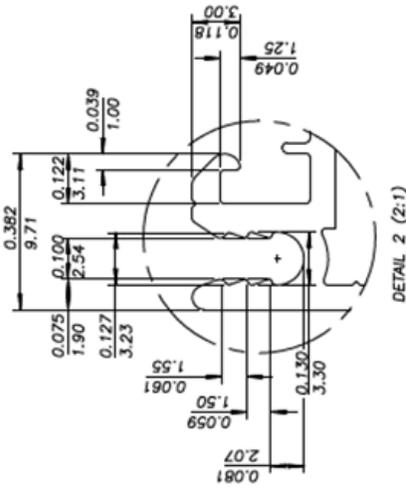
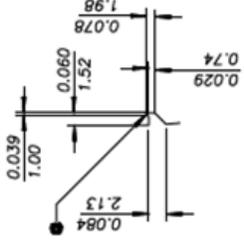
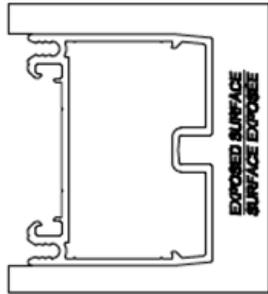


21C11-205666/B  
Annex C  
Appendix C7 to Annex C



REVISIONS

REV	ZONE	DESCRIPTION / CHANGÉ / CORRIGÉ	APPROVED / APPROUVÉ	DRAWN / DORÉ	DATE
E		ECC # 08-589	R. LEVESQUE	S. Coutu	27/11/06



NOTES:  
 ● = 0.25 x 90° (V BUMP)  
 \* = 0.25 x 90° (V GROOVE)

(\*) = 0.0060(0.13) R. (1)  
 (1) = 0.0150(0.38) R. (4)  
 (2) = 0.0200(0.50) R. (2)  
 (3) = 0.0250(0.63) R. (2)  
 UNMARKED RADIUS = RADIUS TO BUMP  
 BREAK CORNER = 0.0100(0.25) R.

QTY./QTE	DWG./DÉS.	UNIT	STANDARD
1	1-1	MM	SI

UNLESS OTHERWISE SPECIFIED:  
 DIMENSIONS ARE IN MILLIMETERS  
 UNLESS OTHERWISE SPECIFIED:  
 DIMENSIONS ARE IN MILLIMETERS

SECTION: 2X ± 0.250  
 SEMBLÉ: 3 ± 0.40  
 ANGLE ± 1/2°  
 PLOT SCALE (NOT NOT SCALE)

ALUMINUM EXTRUSION  
 ALLOY-6063-T5  
 EXTRUSION ALUMINIUM  
 ALLIAGE-6063-T5

PART LIST/NOMENCLATURE DES PIÈCES

PANEL ALUMINUM FRAME  
 CADRE DE PANNEAU EN ALUMINIUM

DRAWN/DESINÉ: S. Coutu  
 DATE: 27/11/06  
 APPROVED/APProuvé: R. LEVESQUE  
 DATE: 27/11/06

STATUS: FOR PRODUCT RELEASE  
 PROJECTION: MESHIN TRIPLE  
 ORDER NO./N° DE COMMANDE: MD-21497

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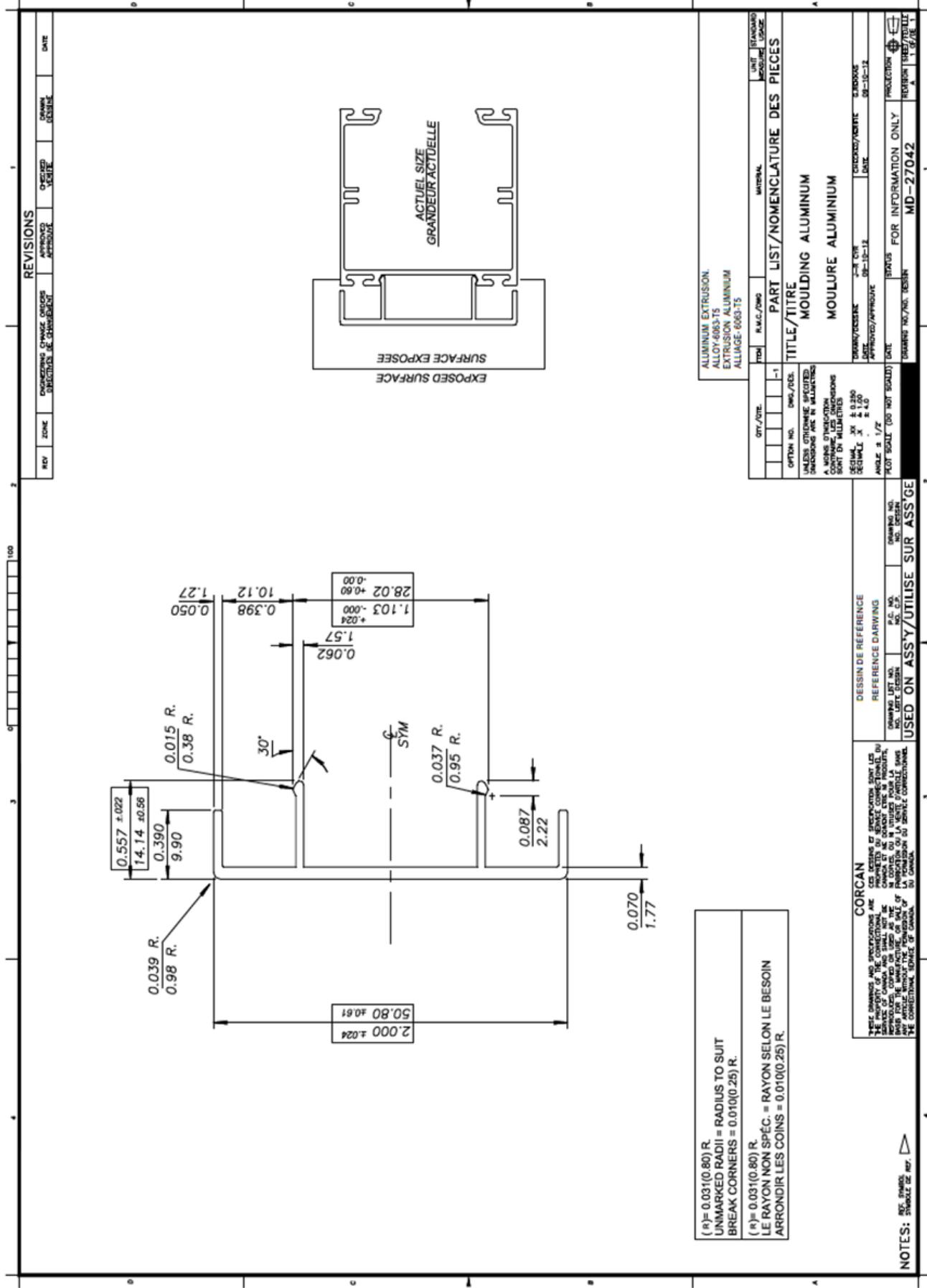
DESIGN DE RÉFÉRENCE  
 REFERENCE DRAWING

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 NO. LATE DESIGN / NO. DE LA DERNIÈRE MODIFICATION: NO. 01  
 DRAWING NO. / NO. DE LA PIÈCE: 21C11-205666/B

USED ON ASSY/UTILISÉ SUR ASS'GE

REV. SYMBOL / SYMBOLE DE RÉV.:  
 △

21C11-205666/B  
Annex C  
Appendix C8 to Annex C



REV	ZONE	DESCRIPTION	DATE

DESIGNER	DATE	APPROVED	DATE

REVISIONS	DATE	DESCRIPTION

REV	ZONE	DESCRIPTION	DATE

DESIGNER	DATE	APPROVED	DATE

REVISIONS	DATE	DESCRIPTION

REV	ZONE	DESCRIPTION	DATE

DESIGNER	DATE	APPROVED	DATE

REVISIONS	DATE	DESCRIPTION

REV	ZONE	DESCRIPTION	DATE

DESIGNER	DATE	APPROVED	DATE

REVISIONS	DATE	DESCRIPTION

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DESIGNER	DATE	APPROVED	DATE

REVISIONS	DATE	DESCRIPTION

REV	ZONE	DESCRIPTION	DATE

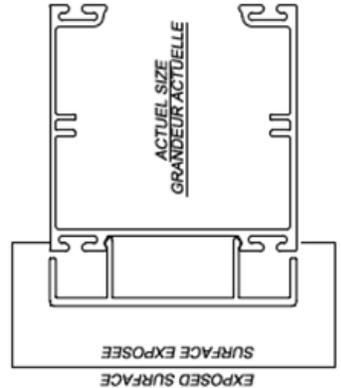
DESIGNER	DATE	APPROVED	DATE

REVISIONS	DATE	DESCRIPTION

REV	ZONE	DESCRIPTION	DATE

DESIGNER	DATE	APPROVED	DATE

(R) = 0.031(0.80) R.  
 UNMARKED RADII = RADIUS TO SUIT  
 BREAK CORNERS = 0.010(0.25) R.  
 (R) = 0.031(0.80) R.  
 LE RAYON NON SPÉC. = RAYON SELON LE BESOIN  
 ARRONDIR LES COINS = 0.010(0.25) R.



ITEM	P.A.C./PMS	MATERIAL	UNIT	STANDARD

ALUMINIUM EXTRUSION.  
 ALLOY 6063-T5  
 EXTRUSION ALUMINIUM  
 ALLIAGE 6063-T5

**TITLE/TITRE**  
 MOULDING ALUMINIUM  
 MOULURE ALUMINIUM

OPTION NO. DIM./DIM.  
 -1-1

ALL DIMENSIONS ARE IN MILLIMETERS  
 TOUS LES DIMENSIONS SONT EN MILLIMÈTRES

A. NOTES / SPECIFICATIONS CONTINUES LES DIMENSIONS SONT EN MILLIMÈTRES  
 DIMENSIONS: ± 0.20  
 DIMENSIONS: ± 0.20  
 DIMENSIONS: ± 0.20  
 DIMENSIONS: ± 0.20

SCALE: 1/2

DESIGNER: J.-R. GRIFFIN  
 DATE: 08-15-12  
 CHECKED: J.-R. GRIFFIN  
 DATE: 08-15-12

PROJECT NO./NO. PROJET: 21C11-205666/B  
 PROJECT TITLE/TITRE: MOULURE ALUMINIUM

DESIGNER	DATE	APPROVED	DATE

DESSIN DE REFERENCE  
 REFERENCE DRAWING

DRAWING LIST NO.  
 NO. LISTE DESSIN

P.A.C. NO.  
 NO. C.P.A.

DRAWING NO.  
 NO. DESSIN

USED ON ASSY/UTILISE SUR ASS GE

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NOTES: REF. DIMENSIONS: 1/2