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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

1.2.1 To establish a standing offer to supply and deliver Powder Paints for Correctional Services Canada, CORCAN, various locations across Canada, as required, in accordance with the specifications detailed herein.

The period of standing offer will be from July 1, 2022 to June 30, 2024, with three (3) one (1) year options to extend the standing offer from July 1, 2024 to June 30, 2025, from July 1, 2025 to June 30, 2026, and from July 1, 2026 to June 30, 2027.

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 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: 90 days

2.1.1 SACC Manual Clauses

M0019T	Firm Prices and/or Rates	2007-05-25
M1004T	Condition of Materiel – Offer	2016-01-28

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.wr@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 five (5) 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.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

The Offeror is strongly encouraged to 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

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

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

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) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, Offerors are encouraged to submit offers electronically. If hard copies are required, Offerors should:
 - a. 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
 - b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

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

Section II: Financial Offer

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

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

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

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

- a) Ability to perform the full scope of work described in Annex "A" Statement of Requirement.
- b) Ability to meet all mandatory requirements in Compliance Matrix.

4.1.2 Financial Evaluation

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

The FOB destination prices for all items in Annex "B" - Basis of Payment will be evaluated as follows:

For each line item:

The Estimated Qty will be multiplied by the percentage total to come up with an estimated quantity for each location.

The unit price per kg will be multiplied by the estimated quantity for each location to come up with the extended price.

All of the extended prices will be aggregated to come up with the total evaluated price.

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria Only

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

PART 6 - INSURANCE REQUIREMENTS

6.1 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

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

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

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

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex entitled "C". 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

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from July 1, 2022 to June 30, 2024.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for three (3) additional twelve (12) month periods, from 01 July, 2024 to 30 June 2025; 01 July 2025 to 30 June 2026; and 01 July 2026 to 30 June 2027; 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 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 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.

7.4.4 Delivery Points

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

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Rana Saboungi
Title: Procurement Specialist
Public Services and Procurement
Acquisitions Branch
Address: 759, 220 4th Ave SE
Calgary, AB T2G 4X3

Telephone: 403-680-8394

E-mail address: rana.saboungi@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.

7.5.2 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.

7.5.3 Offeror's Representative

(to be completed by Offeror)

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

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

7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Correctional Services Canada, CORCAN, various locations across Canada as detailed in Annex "A".

7.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

7.9 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 (2021-12-02) General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Standing Offer Usage Report;
- h) the Offeror's offer dated _____ (*insert date of offer*)

7.10 Certifications and Additional Information

7.10.1 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.

7.11 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 Alberta.

7.12 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.

7.1 Requirement

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010A (2021-12-02) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

INSERT 2010A 32 (2022-02-28) Anti-forced labour requirements

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the *Customs Tariff Act* and tariff item No. 9897.00.00 of the *Customs Tariff – Schedule* (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
2. If a tariff classification determination is made under the *Customs Act* that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the *Customs Tariff – Schedule* as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.
3. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:
 - a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US *Trade Facilitation and Trade Enforcement Act* (TFTEA) of 2015; or
 - b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
4. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the *Criminal Code* or the *Immigration and Refugee Protection Act*:

Criminal Code

 - i. section 279.01 (Trafficking in persons);
 - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
 - iii. subsection 279.02(1) (Material benefit - trafficking);
 - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);

-
- v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
 - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or
Immigration and Refugee Protection Act
 - vii. section 118 (Trafficking in persons).
5. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).
6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
- i. in the case of a conviction, whether the court acted within its jurisdiction;
 - ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
 - iii. whether the court's decision was obtained by fraud; or
 - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice of concern unless Canada establishes a different deadline.

Section 16 Interest on Overdue Accounts, of [2010A](#) (2021-12-02) General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the Contract is from July 1, 2022 to June 30, 2024 inclusive.

7.3.2 Delivery Date

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

7.4 Payment

7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in Annex "B" Basis of Payment. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.4.2 Single Payment

H1000C (2008-05-15), Single Payment

7.4.3 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s): *(To be determined at Standing Offer issuance)*

7.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.6 Insurance

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

7.7 SACC Manual Clauses

<u>A9068C</u>	Government Site Regulations	2011-05-16
<u>B7500C</u>	Excess Goods	2006-06-16

7.8 Dispute Resolution

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

7.9 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.

ANNEX "A"

REQUIREMENT

The Correctional Service Canada - CORCAN has a requirement for Powdered Paints.

1.1 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>

1.2 Objectives:

The objective is for the Contractor to supply Powdered Paint to CORCAN (Correctional Services Canada), in accordance with the specifications detailed herein, on an as-and when requested basis during the period of the Standing Offer.

1.3 Tasks:

The Contractor must deliver items 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 weeks from the receipt of a call-up document unless an alternate time frame has been approved by the Identified User:**
- Supplier will acknowledge receipt of each order and notify the ordering office of shortages within three (3) days of receipt of an order.
- Supplier 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.

1.4 Deliverables:

The Offeror must supply:

All nine (9) items described below with the colors and specifications, in accordance to Annex A – Requirement, Annex B – Basis of Payment, for Correctional Service Canada – CORCAN; to various locations across Canada, on an as and when requested basis during the period of the Standing Offer, from July 1, 2022 to June 30, 2024 inclusive.

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional three (3) periods of twelve (12) months each, that is: from July 1, 2024, to June 30, 2025; from July 1, 2025 to June 30, 2026; from July 1, 2026 to June 30, 2027; 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.

Technical Criteria

Refer to Compliance Matrix for the complete performance specifications and instructions that must be satisfied in order for a bid to be deemed responsive.

Colours and Specifications:

ITEM 001 - C007

Mandatory must meet or exceed the following:

- 1.1 - Paint, Powder, Hybrid, **Beige C007**
- 1.2 - Hybrid having a specific gravity of 1.2 to 1.8 g/cm³ smooth finish with good flow
- 1.3 - min. coverage 200 sq ft per kg @ 1 mil thickness
- 1.4 - ASTM D-523-89 Gloss 35 +/- 3 units on 60° gloss meter
- 1.5 - ASTM D-3359-02 Adhesion Min. 4B
- 1.6 - ASTM D-522 Flexibility - pass 1/8 mandrel Bend
- 1.7 - ASTM D-3363-05 Pencil hardness Minimum H
- 1.8 - ASTM D-2794 Impact resistance 120/120
- 1.9 - ASTM D 4060-01 Abrasion Resistance Max.0.04 g at 500 cycles, 1000 g load
- 1.10 - ASTM D- 4585 Humidity: slight gloss and colour change 1000 hours
- 1.11 - ASTM B-117 Salt spray (max1/8 inch creepage) 1000 hours
- 1.12 - Cure cycle 10 min @ 200° C

ITEM 002 - C026

Mandatory must meet or exceed the following:

- 2.1 - Paint, Powder, Hybrid, **Black C026**
- 2.2 - Hybrid having a specific gravity of 1.2 to 1.8 g/cm³ smooth finish with good flow
- 2.3 - min. coverage 200 sq ft per kg @ 1 mil thickness
- 2.4 - ASTM D-523-89 Gloss 45 +0 - 5 units on 60° gloss meter
- 2.5 - ASTM D-3359-02 Adhesion Min. 4B
- 2.6 - ASTM D-522 Flexibility - pass 1/8 mandrel Bend
- 2.7 - ASTM D-3363-05 Pencil hardness Minimum H
- 2.8 - ASTM D-2794 Impact resistance 120/120
- 2.9 - ASTM D 4060-01 Abrasion Resistance Max.0.04 g at 500 cycles, 1000 g load
- 2.10 - ASTM D- 4585 Humidity: slight gloss and colour change 1000 hours
- 2.11 - ASTM B-117 Salt spray (max1/8 inch creepage) 1000 hours

2.12 - Cure cycle 10 min @ 200° C

ITEM 003 - C027

Mandatory must meet or exceed the following:

- 3.1 - Paint, Powder, Hybrid, **Willow Gray C027**
- 3.2 - Hybrid having a specific gravity of 1.2 to 1.8 g/cm3 smooth finish with good flow
- 3.3 - min. coverage 200 sq ft per kg @ 1 mil thickness
- 3.4 - ASTM D-523-89 Gloss 45 +0 - 5 units on 60° gloss meter
- 3.5 - ASTM D-3359-02 Adhesion Min. 4B
- 3.6 - ASTM D-522 Flexibility - pass 1/8 mandrel Bend
- 3.7 - ASTM D-3363-05 Pencil hardness Minimum H
- 3.8 - ASTM D-2794 Impact resistance 120/120
- 3.9 - ASTM D 4060-01 Abrasion Resistance Max.0.04 g at 500 cycles, 1000 g load
- 3.10 - ASTM D- 4585 Humidity: slight gloss and colour change 1000 hours
- 3.11 - ASTM B-117 Salt spray (max1/8 inch creepage) 1000 hours
- 3.12 - Cure cycle 10 min @ 200° C

ITEM 004 - C029

Mandatory must meet or exceed the following:

- 4.1 - Paint, Powder, Hybrid, **Graphite Gray C029**
- 4.2 - Hybrid having a specific gravity of 1.2 to 1.8 g/cm3 smooth finish with good flow
- 4.3 - min. coverage 200 sq ft per kg @ 1 mil thickness
- 4.4 - ASTM D-523-89 Gloss 45 +0 - 5 units on 60° gloss meter
- 4.5 - ASTM D-3359-02 Adhesion Min. 4B
- 4.6 - ASTM D-522 Flexibility - pass 1/8 mandrel Bend
- 4.7 - ASTM D-3363-05 Pencil hardness Minimum H
- 4.8 - ASTM D-2794 Impact resistance 120/120
- 4.9 - ASTM D 4060-01 Abrasion Resistance Max.0.04 g at 500 cycles, 1000 g load
- 4.10 - ASTM D- 4585 Humidity: slight gloss and colour change 1000 hours
- 4.11 - ASTM B-117 Salt spray (max1/8 inch creepage) 1000 hours
- 4.12 - Cure cycle 10 min @ 200° C

ITEM 005 - C032

Mandatory must meet or exceed the following:

- 5.1 - Paint, Powder, Hybrid, **Concrete C032**
- 5.2 - Hybrid having a specific gravity of 1.2 to 1.8 g/cm3 smooth finish with good flow
- 5.3 - min. coverage 200 sq ft per kg @ 1 mil thickness
- 5.4 - ASTM D-523-89 Gloss 45 +0 - 5 units on 60° gloss meter
- 5.5 - ASTM D-3359-02 Adhesion Min. 4B
- 5.6 - ASTM D-522 Flexibility - pass 1/8 mandrel Bend
- 5.7 - ASTM D-3363-05 Pencil hardness Minimum H
- 5.8 - ASTM D-2794 Impact resistance 120/120
- 5.9 - ASTM D 4060-01 Abrasion Resistance Max.0.04 g at 500 cycles, 1000 g load
- 5.10 - ASTM D- 4585 Humidity: slight gloss and colour change 1000 hours
- 5.11 - ASTM B-117 Salt spray (max1/8 inch creepage) 1000 hours
- 5.12 - Cure cycle 10 min @ 200° C

ITEM 006- C033

Mandatory must meet or exceed the following:

- 6.1 – Paint, Powder, Hybrid, **Fencepost White C033**
- 6.2 - Hybrid having a specific gravity of 1.2 to 1.8 g/cm³ smooth finish with good flow
- 6.3 - min. coverage 200 sq ft per kg @ 1 mil thickness
- 6.4 - ASTM D-523-89 Gloss 45 +0 - 5 units on 60° gloss meter
- 6.5 - ASTM D-3359-02 Adhesion Min. 4B
- 6.6 - ASTM D-522 Flexibility - pass 1/8 mandrel Bend
- 6.7 - ASTM D-3363-05 Pencil hardness Minimum H
- 6.8 - ASTM D-2794 Impact resistance 120/120
- 6.9 - ASTM D 4060-01 Abrasion Resistance Max.0.04 g at 500 cycles, 1000 g load
- 6.10 - ASTM D- 4585 Humidity: slight gloss and colour change 1000 hours
- 6.11 - ASTM B-117 Salt spray (max1/8 inch creepage) 1000 hours
- 6.12 - Cure cycle 10 min @ 200° C

ITEM 007 – C034

Mandatory must meet or exceed the following:

- 7.1 – Paint, Powder, Hybrid, **Hayworth Graphite C034**
- 7.2 - Hybrid having a specific gravity of 1.2 to 1.8 g/cm³ smooth finish with good flow
- 7.3 - min. coverage 200 sq ft per kg @ 1 mil thickness
- 7.4 - ASTM D-523-89 Gloss 45 +0 - 5 units on 60° gloss meter
- 7.5 - ASTM D-3359-02 Adhesion Min. 4B
- 7.6 - ASTM D-522 Flexibility - pass 1/8 mandrel Bend
- 7.7 - ASTM D-3363-05 Pencil hardness Minimum H
- 7.8 - ASTM D-2794 Impact resistance 120/120
- 7.9 - ASTM D 4060-01 Abrasion Resistance Max.0.04 g at 500 cycles, 1000 g load
- 7.10 - ASTM D- 4585 Humidity: slight gloss and colour change 1000 hours
- 7.11 - ASTM B-117 Salt spray (max1/8 inch creepage) 1000 hours
- 7.12 - Cure cycle 10 min @ 200° C

ITEM 008 - C031

Mandatory must meet or exceed the following:

- 8.1 - Paint, Powder, Hybrid, **Pewter C031**
- 8.2 - Hybrid having a specific gravity of 1.2 to 1.8 g/cm³ smooth finish with good flow
- 8.3 - min. coverage 200 sq ft per kg @ 1 mil thickness
- 8.4 - ASTM D-523-89 Gloss 45 +0 - 5 units on 60° gloss meter
- 8.5 - ASTM D-3359-02 Adhesion Min. 4B
- 8.6 - ASTM D-522 Flexibility - pass 1/8 mandrel Bend
- 8.7 - ASTM D-3363-05 Pencil hardness Minimum H
- 8.8 - ASTM D-2794 Impact resistance 120/120
- 8.9 - ASTM D 4060-01 Abrasion Resistance Max.0.04 g at 500 cycles, 1000 g load
- 8.10 - ASTM D- 4585 Humidity: slight gloss and colour change 1000 hours
- 8.11 - ASTM B-117 Salt spray (max1/8 inch creepage) 1000 hours
- 8.12 - Cure cycle 10 min @ 200° C

ITEM 009 - 489/80180

Mandatory must meet or exceed the following:

- 9.1 - Paint, Powder, Hybrid Low/Fast Cure [Epoxy / Polyester Blend], **Crystal Black 489/80180**
- 9.2 - Hybrid having a specific gravity of 1.2 to 1.8 g/cm³ smooth finish with good flow
- 9.3 - min. coverage 200 sq ft per kg @ 1 mil thickness
- 9.4 - ASTM D-523-89 Gloss 80-90 on 60° gloss meter
- 9.5 - ASTM D-3359-02 Adhesion Min. 4B
- 9.6 - ASTM D-522 Flexibility - pass 1/8 mandrel Bend
- 9.7 - ASTM D-3363-05 Pencil hardness Minimum H
- 9.8 - ASTM D-2794 Impact resistance 120/120
- 9.9 - ASTM D 4060-01 Abrasion Resistance Max.0.04 g at 500 cycles, 1000 g load
- 9.10 - ASTM D- 4585 Humidity: slight gloss and colour change 1000 hours
- 9.11 - ASTM B-117 Salt spray (max 1/8 inch creepage) 1000 hours
- 9.12 - Cure cycle 6 min @ 200° C

1.5 Location of work:

- a. The Contractor must deliver the items, as identified on each call-up documents to the following locations:
- b. Incoterms DDP "Delivered Duty Paid" for the following locations:

ATLANTIC REGION

Correctional Service of Canada - CORCAN Dorchester Penitentiary 4902 Main Street Dorchester, New Brunswick E4K 2Y9	
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QUEBEC REGION

Correctional Service of Canada - CORCAN Cowansville Institution 400 Fordyce Street P.O. Box 5000 Cowansville, Quebec J2K 3N7	Correctional Service of Canada - CORCAN Donnacona Institution 1537 Highway 138 Donnacona, Quebec G3M 1C9
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ONTARIO REGION

Correctional Service of Canada - CORCAN Joyceville Institution 3766 Highway 15 PO Box 880 Kingston, Ontario K7L 4X9	Correctional Service of Canada - CORCAN Warkworth Institution Country Road #29 PO Box 760 Cambellford, Ontario K0L 1L0
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PRAIRIES REGION

Correctional Service of Canada - CORCAN Bowden Institution Highway 2, PO Box 6000 Innisfail, Alberta T4G 1V1	Correctional Service of Canada - CORCAN Drumheller Institution Highway 9, P.O. Box 3000 Drumheller, Alberta T0J 0Y0
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PACIFIC REGION

Correctional Service of Canada - CORCAN Mission Institution 8751 Stave Lake Road, PO BOX 60 Mission, British Columbia V2V 4L8	
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c. All other locations will be delivered Incoterms FCA "Free Carrier" shipping point.

d. Travel

No travel is anticipated for performance of the work under this contract.

1.6 Language of Work:

The Contractor must deliver the services and deliverables in English.

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

Item #	Performance Specification	Status (M) Mandatory	Performance Specification Offered: Bidder <u>should</u> indicate how they meet the performance specification by recording this information in this column	Cross Reference: In this column, Bidders <u>should</u> cross-reference where this performance specification is indicated in their supporting documents
1	Item 001 - Beige C007			
1.1	Paint, Powder, Hybrid	M		
1.2	Hybrid having a specific gravity of 1.2 to 1.8 g/cm3 smooth finish with good flow	M		
1.3	Min. coverage 200 sq ft per kg @ 1 mil thickness	M		
1.4	ASTM D-523-89 Gloss 40 +- 5 units on 60° gloss meter	M		
1.5	ASTM D-3359-02 Adhesion Min. 4B	M		
1.6	ASTM D-522 Flexibility - pass 1/8 mandrel Bend	M		
1.7	ASTM D-3363-05 Pencil hardness Minimum H	M		
1.8	ASTM D-2794 Impact resistance 120/120	M		
1.9	ASTM D 4060-01 Abrasion Resistance Max.0.04 g at 500 cycles, 1000 g load	M		
1.10	ASTM D- 4585 Humidity: slight gloss and colour change 1000 hours	M		
1.11	ASTM B-117 Salt spray (max1/8 inch creepage) 1000 hours	M		
1.12	Cure cycle 10 min @ 200° C	M		
2.0	Item 002 - Black C026			
2.1	Paint, Powder, Hybrid	M		
2.2	Hybrid having a specific gravity of 1.2 to 1.8 g/cm3 smooth finish with good flow	M		
2.3	Min. coverage 200 sq ft per kg @ 1 mil thickness	M		
2.4	ASTM D-523-89 Gloss 40 +- 5 units on 60° gloss meter	M		

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2.5	ASTM D-3359-02 Adhesion Min. 4B	M		
2.6	ASTM D-522 Flexibility - pass 1/8 mandrel Bend	M		
2.7	ASTM D-3363-05 Pencil hardness Minimum H	M		
2.8	ASTM D-2794 Impact resistance 120/120	M		
2.9	ASTM D 4060-01 Abrasion Resistance Max.0.04 g at 500 cycles, 1000 g load	M		
2.10	ASTM D- 4585 Humidity: slight gloss and colour change 1000 hours	M		
2.11	ASTM B-117 Salt spray (max1/8 inch creepage) 1000 hours	M		
2.12	Cure cycle 10 min @ 200° C	M		
3.0	Item 003 - Willow Gray C027			
3.1	Paint, Powder, Hybrid	M		
3.2	Hybrid having a specific gravity of 1.2 to 1.8 g/cm3 smooth finish with good flow	M		
3.3	Min. coverage 200 sq ft per kg @ 1 mil thickness	M		
3.4	ASTM D-523-89 Gloss 40 +- 5 units on 60° gloss meter	M		
3.5	ASTM D-3359-02 Adhesion Min. 4B	M		
3.6	ASTM D-522 Flexibility - pass 1/8 mandrel Bend	M		
3.7	ASTM D-3363-05 Pencil hardness Minimum H	M		
3.8	ASTM D-2794 Impact resistance 120/120	M		
3.9	ASTM D 4060-01 Abrasion Resistance Max.0.04 g at 500 cycles, 1000 g load	M		
3.10	ASTM D- 4585 Humidity: slight gloss and colour change 1000 hours	M		
3.11	ASTM B-117 Salt spray (max1/8 inch creepage) 1000 hours	M		
3.12	Cure cycle 10 min @ 200° C	M		
4.0	Item 004 - Graphite Gray C029			
4.1	Paint, Powder, Hybrid	M		
4.2	Hybrid having a specific gravity of 1.2 to 1.8 g/cm3	M		

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	smooth finish with good flow			
4.3	Min. coverage 200 sq ft per kg @ 1 mil thickness	M		
4.4	ASTM D-523-89 Gloss 40 +- 5 units on 60° gloss meter	M		
4.5	ASTM D-3359-02 Adhesion Min. 4B	M		
4.6	ASTM D-522 Flexibility - pass 1/8 mandrel Bend	M		
4.7	ASTM D-3363-05 Pencil hardness Minimum H	M		
4.8	ASTM D-2794 Impact resistance 120/120	M		
4.9	ASTM D 4060-01 Abrasion Resistance Max.0.04 g at 500 cycles, 1000 g load	M		
4.10	ASTM D- 4585 Humidity: slight gloss and colour change 1000 hours	M		
4.11	ASTM B-117 Salt spray (max1/8 inch creepage) 1000 hours	M		
4.12	Cure cycle 10 min @ 200° C	M		
5.0	Item 005 – Concrete C032			
5.1	Paint, Powder, Hybrid	M		
5.2	Hybrid having a specific gravity of 1.2 to 1.8 g/cm3 smooth finish with good flow	M		
5.3	Min. coverage 200 sq ft per kg @ 1 mil thickness	M		
5.4	ASTM D-523-89 Gloss 40 +- 5 units on 60° gloss meter	M		
5.5	ASTM D-3359-02 Adhesion Min. 4B	M		
5.6	ASTM D-522 Flexibility - pass 1/8 mandrel Bend	M		
5.7	ASTM D-3363-05 Pencil hardness Minimum H	M		
5.8	ASTM D-2794 Impact resistance 120/120	M		
5.9	ASTM D 4060-01 Abrasion Resistance Max.0.04 g at 500 cycles, 1000 g load	M		
5.10	ASTM D- 4585 Humidity: slight gloss and colour change 1000 hours	M		
5.11	ASTM B-117 Salt spray (max1/8 inch creepage) 1000 hours	M		
5.12	Cure cycle 10 min @ 200° C	M		

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6.0	Item 006 - Fencepost White C033			
6.1	Paint, Powder, Hybrid	M		
6.2	Hybrid having a specific gravity of 1.2 to 1.8 g/cm3 smooth finish with good flow	M		
6.3	Min. coverage 200 sq ft per kg @ 1 mil thickness	M		
6.4	ASTM D-523-89 Gloss 40 +- 5 units on 60° gloss meter	M		
6.5	ASTM D-3359-02 Adhesion Min. 4B	M		
6.6	ASTM D-522 Flexibility - pass 1/8 mandrel Bend	M		
6.7	ASTM D-3363-05 Pencil hardness Minimum H	M		
6.8	ASTM D-2794 Impact resistance 120/120	M		
6.9	ASTM D 4060-01 Abrasion Resistance Max.0.04 g at 500 cycles, 1000 g load	M		
6.10	ASTM D- 4585 Humidity: slight gloss and colour change 1000 hours	M		
6.11	ASTM B-117 Salt spray (max1/8 inch creepage) 1000 hours	M		
6.12	Cure cycle 10 min @ 200° C	M		
7.0	Item 007 - Hayworth Graphite C034			
7.1	Paint, Powder, Hybrid	M		
7.2	Hybrid having a specific gravity of 1.2 to 1.8 g/cm3 smooth finish with good flow	M		
7.3	Min. coverage 200 sq ft per kg @ 1 mil thickness	M		
7.4	ASTM D-523-89 Gloss 40 +- 5 units on 60° gloss meter	M		
7.5	ASTM D-3359-02 Adhesion Min. 4B	M		
7.6	ASTM D-522 Flexibility - pass 1/8 mandrel Bend	M		
7.7	ASTM D-3363-05 Pencil hardness Minimum H	M		
7.8	ASTM D-2794 Impact resistance 120/120	M		
7.9	ASTM D 4060-01 Abrasion Resistance Max.0.04 g at 500 cycles, 1000 g load	M		
7.10	ASTM D- 4585 Humidity: slight gloss and colour change 1000 hours	M		

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7.11	ASTM B-117 Salt spray (max 1/8 inch creepage) 1000 hours	M		
7.12	Cure cycle 10 min @ 200° C	M		
8.0	Item 008 – Pewter C031			
8.1	Paint, Powder, Hybrid	M		
8.2	Hybrid having a specific gravity of 1.2 to 1.8 g/cm3 smooth finish with good flow	M		
8.3	Min. coverage 200 sq ft per kg @ 1 mil thickness	M		
8.4	ASTM D-523-89 Gloss 60 +- 5 units on 60° gloss meter	M		
8.5	ASTM D-3359-02 Adhesion Min. 4B	M		
8.6	ASTM D-522 Flexibility - pass 1/8 mandrel Bend	M		
8.7	ASTM D-3363-05 Pencil hardness Minimum H	M		
8.8	ASTM D-2794 Impact resistance 120/120	M		
8.9	ASTM D 4060-01 Abrasion Resistance Max. 0.04 g at 500 cycles, 1000 g load	M		
8.10	ASTM D- 4585 Humidity: slight gloss and colour change 1000 hours	M		
8.11	ASTM B-117 Salt spray (max 1/8 inch creepage) 1000 hours	M		
8.12	Cure cycle 10 min @ 200° C	M		
9.0	Item 009 - Crystal Black 489/80180			
9.1	Paint, Powder, Hybrid Low/Fast Cure [Epoxy / Polyester Blend]	M		
9.2	Hybrid having a specific gravity of 1.2 to 1.8 g/cm3 smooth finish with good flow	M		
9.3	Min. coverage 200 sq ft per kg @ 1 mil thickness	M		
9.4	ASTM D-523-89 Gloss 80-90 units on 60° gloss meter	M		
9.5	ASTM D-3359-02 Adhesion Min. 4B	M		
9.6	ASTM D-522 Flexibility - pass 1/8 mandrel Bend	M		
9.7	ASTM D-3363-05 Pencil hardness Minimum H	M		
9.8	ASTM D-2794 Impact resistance 120/120	M		

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9.9	ASTM D 4060-01 Abrasion Resistance Max.0.04 g at 500 cycles, 1000 g load	M		
9.10	ASTM D- 4585 Humidity: slight gloss and colour change 1000 hours	M		
9.11	ASTM B-117 Salt spray (max1/8 inch creepage) 1000 hours	M		
9.12	Cure cycle 6 min @ 200° C	M		

The offeror will be required to match the colours as required. The colours may change throughout the standing offer period upon notice of the Project Authority. Bidders may be required to submit a sample that demonstrates the ability to match colours. Sample will be used for information purposes only.

ANNEX "B"

BASIS OF PAYMENT

1.0 Pricing Instructions

- Pricing Basis "A": The unit prices are firm in Canadian currency on a "DDP Duty Paid" and "FCA Free Carrier" basis.
- Pricing Basis "B": If applicable, the Bidder is requested to submit a percentage discount for all other products required that are not indicated in Pricing Basis "A", according with the Supplier's Published Price List on a "FCA Free Carrier" basis.
- Suppliers must provide a copy of their Published Price List to Canada upon request.
- For item description in the Pricing Table refer to the item description in Annex A article 1.3 entitled Product Specification.
- Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is not to be included in the unit price but is to be shown as a separate line item on all invoices.
- Estimated quantity and percentages are for evaluation purposes only and do not constitute a guarantee on behalf of Canada.

BREAKDOWN OF STANDING OFFER TERM:

Initial period: July 1, 2022 to 30 June 2024
Option Year #1: 01 July 2024 to 30 June 2025
Option Year #2: 01 July 2025 to 30 June 2026
Option Year #3: 01 July 2026 to 30 June 2027

1. Initial Period (Year 1) – July 1, 2022 to 30 June 2023

Pricing Basis "A"

			UNIT PRICE PER KG								
			DDP Dorchester Institution	DDP Cowansville Institution	DDP Donnacona Institution	DDP Joyceville Institution	DDP Warkworth Institution	DDP Drumheller Institution	DDP Bowden Institution	DDP Mission Institution	FCA Shipping Point
Item #		Estimated Qty	10%	20%	20%	20%	20%	5%	2%	2%	1%
1	Paint, Powder, Hybrid, Beige C007 in accordance with the Mandatory Specifications detailed in Annex "A"	6000kg									

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2	Paint, Powder, Hybrid, Black C026 in accordance with the Mandatory Specifications detailed in Annex "A"	6000kg									
3	Paint, Powder, Hybrid, Willow Gray C027 in accordance with the Mandatory Specifications detailed in Annex "A"	1500kg									
4	Paint, Powder, Hybrid, Graphite Gray C029 in accordance with the Mandatory Specifications detailed in Annex "A"	6000kg									
5	Paint, Powder, Hybrid, Concrete C032 in accordance with the Mandatory Specifications detailed in Annex "A"	6000kg									
6	Paint, Powder, Hybrid, Fencepost White C033 in accordance with the Mandatory Specifications detailed in Annex "A"	3000kg									
7	Paint, Powder, Hybrid, Hayworth Graphite C034 in accordance	1500kg									

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	with the Mandatory Specifications detailed in Annex "A"										
8	Paint, Powder, Hybrid, Pewter C031 in accordance with the Mandatory Specifications detailed in Annex "A"	3000kg									
9	Paint, Powder, Hybrid, Crystal Black 489/80180 in accordance with the Mandatory Specifications detailed in Annex "A"	1500kg									

PRICING BASIS "B"

Price List	DELIVERY TERMS	% Discount
Any other required products not indicated in Annex "A" Suppliers must provide a copy of their Published Price List to Canada upon request. Include a FOB Plant option to supply product to other sites not listed.	FCA Shipping Point	

2. Initial Period (Year 2) – July 1, 2023 to 30 June 2024

Pricing Basis "A"

			UNIT PRICE PER KG								
			DDP Dorchester Institution	DDP Cowansville Institution	DDP Donnacona Institution	DDP Joyceville Institution	DDP Warkworth Institution	DDP Drumheller Institution	DDP Bowden Institution	DDP Mission Institution	FCA Shipping Point
Item #		Estimated Qty	10%	20%	20%	20%	20%	5%	2%	2%	1%
1	Paint, Powder, Hybrid, Beige C007 in accordance with the Mandatory Specifications detailed in Annex "A"	6000kg									
2	Paint, Powder, Hybrid, Black C026 in accordance with the Mandatory Specifications detailed in Annex "A"	6000kg									
3	Paint, Powder, Hybrid, Willow Gray C027 in accordance with the Mandatory Specifications detailed in Annex "A"	1500kg									
4	Paint, Powder, Hybrid, Graphite Gray C029 in accordance with the Mandatory Specifications detailed in	6000kg									

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	Annex "A"										
5	Paint, Powder, Hybrid, Concrete C032 in accordance with the Mandatory Specifications detailed in Annex "A"	6000kg									
6	Paint, Powder, Hybrid, Fencepost White C033 in accordance with the Mandatory Specifications detailed in Annex "A"	3000kg									
7	Paint, Powder, Hybrid, Hayworth Graphite C034 in accordance with the Mandatory Specifications detailed in Annex "A"	1500kg									
8	Paint, Powder, Hybrid, Pewter C031 in accordance with the Mandatory Specifications detailed in Annex "A"	3000kg									
9	Paint, Powder, Hybrid, Crystal Black 489/80180 in accordance with the Mandatory Specifications detailed in Annex "A"	1500kg									

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PRICING BASIS "B"

Price List	DELIVERY TERMS	% Discount
Any other required products not indicated in Annex "A" Suppliers must provide a copy of their Published Price List to Canada upon request. Include a FOB Plant option to supply product to other sites not listed.	FCA Shipping Point	

3. Option Year 1 – July 1, 2024 to 30 June 2025

Pricing Basis "A"

			UNIT PRICE PER KG								
			DDP Dorchester Institution	DDP Cowansville Institution	DDP Donnacona Institution	DDP Joyceville Institution	DDP Warkworth Institution	DDP Drumheller Institution	DDP Bowden Institution	DDP Mission Institution	FCA Shipping Point
Item #		Estimated Qty	10%	20%	20%	20%	20%	5%	2%	2%	1%
1	Paint, Powder, Hybrid, Beige C007 in accordance with the Mandatory Specifications detailed in Annex "A"	6000kg									
2	Paint, Powder, Hybrid, Black C026 in accordance with the Mandatory Specifications detailed in Annex "A"	6000kg									
3	Paint, Powder, Hybrid, Willow Gray C027 in accordance with the Mandatory Specifications detailed in Annex "A"	1500kg									

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4	Paint, Powder, Hybrid, Graphite Gray C029 in accordance with the Mandatory Specifications detailed in Annex "A"	6000kg									
5	Paint, Powder, Hybrid, Concrete C032 in accordance with the Mandatory Specifications detailed in Annex "A"	6000kg									
6	Paint, Powder, Hybrid, Fencepost White C033 in accordance with the Mandatory Specifications detailed in Annex "A"	3000kg									
7	Paint, Powder, Hybrid, Hayworth Graphite C034 in accordance with the Mandatory Specifications detailed in Annex "A"	1500kg									
8	Paint, Powder, Hybrid, Pewter C031 in accordance with the Mandatory Specifications detailed in Annex "A"	3000kg									
9	Paint, Powder, Hybrid, Crystal Black 489/80180 in accordance	1500kg									

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with the Mandatory Specifications detailed in Annex "A"											
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PRICING BASIS "B"

Price List	DELIVERY TERMS	% Discount
Any other required products not indicated in Annex "A" Suppliers must provide a copy of their Published Price List to Canada upon request. Include a FOB Plant option to supply product to other sites not listed.	FCA Shipping Point	

4. Option Year 2 – July 1, 2025 to 30 June 2026

Pricing Basis "A"

			UNIT PRICE PER KG								
			DDP Dorchester Institution	DDP Cowansville Institution	DDP Donnacona Institution	DDP Joyceville Institution	DDP Warkworth Institution	DDP Drumheller Institution	DDP Bowden Institution	DDP Mission Institution	FCA Shipping Point
Item #		Estimated Qty	10%	20%	20%	20%	20%	5%	2%	2%	1%
1	Paint, Powder, Hybrid, Beige C007 in accordance with the Mandatory Specifications detailed in Annex "A"	6000kg									
2	Paint, Powder, Hybrid, Black C026 in accordance with the Mandatory Specifications detailed in Annex "A"	6000kg									

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3	Paint, Powder, Hybrid, Willow Gray C027 in accordance with the Mandatory Specifications detailed in Annex "A"	1500kg									
4	Paint, Powder, Hybrid, Graphite Gray C029 in accordance with the Mandatory Specifications detailed in Annex "A"	6000kg									
5	Paint, Powder, Hybrid, Concrete C032 in accordance with the Mandatory Specifications detailed in Annex "A"	6000kg									
6	Paint, Powder, Hybrid, Fencepost White C033 in accordance with the Mandatory Specifications detailed in Annex "A"	3000kg									
7	Paint, Powder, Hybrid, Hayworth Graphite C034 in accordance with the Mandatory Specifications detailed in Annex "A"	1500kg									
8	Paint, Powder, Hybrid, Pewter C031 in accordance with the	3000kg									

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	Mandatory Specifications detailed in Annex "A"										
9	Paint, Powder, Hybrid, Crystal Black 489/80180 in accordance with the Mandatory Specifications detailed in Annex "A"	1500kg									

PRICING BASIS "B"

Price List	DELIVERY TERMS	% Discount
Any other required products not indicated in Annex "A" Suppliers must provide a copy of their Published Price List to Canada upon request. Include a FOB Plant option to supply product to other sites not listed.	FCA Shipping Point	

5. Option Year 3 – July 1, 2026 to 30 June 2027

Pricing Basis "A"

			UNIT PRICE PER KG								
			DDP Dorchester Institution	DDP Cowansville Institution	DDP Donnacona Institution	DDP Joyceville Institution	DDP Warkworth Institution	DDP Drumheller Institution	DDP Bowden Institution	DDP Mission Institution	FCA Shipping Point
Item #		Estimated Qty	10%	20%	20%	20%	20%	5%	2%	2%	1%
1	Paint, Powder, Hybrid, Beige C007 in accordance with the Mandatory Specifications detailed in Annex "A"	6000kg									
2	Paint, Powder, Hybrid, Black C026 in accordance with the Mandatory Specifications detailed in Annex "A"	6000kg									
3	Paint, Powder, Hybrid, Willow Gray C027 in accordance with the Mandatory Specifications detailed in Annex "A"	1500kg									
4	Paint, Powder, Hybrid, Graphite Gray C029 in accordance with the Mandatory Specifications detailed in	6000kg									

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	Annex "A"										
5	Paint, Powder, Hybrid, Concrete C032 in accordance with the Mandatory Specifications detailed in Annex "A"	6000kg									
6	Paint, Powder, Hybrid, Fencepost White C033 in accordance with the Mandatory Specifications detailed in Annex "A"	3000kg									
7	Paint, Powder, Hybrid, Hayworth Graphite C034 in accordance with the Mandatory Specifications detailed in Annex "A"	1500kg									
8	Paint, Powder, Hybrid, Pewter C031 in accordance with the Mandatory Specifications detailed in Annex "A"	3000kg									
9	Paint, Powder, Hybrid, Crystal Black 489/80180 in accordance with the Mandatory Specifications detailed in Annex "A"	1500kg									

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PRICING BASIS "B"

Price List	DELIVERY TERMS	% Discount
Any other required products not indicated in Annex "A" Suppliers must provide a copy of their Published Price List to Canada upon request. Include a FOB Plant option to supply product to other sites not listed.	FCA Shipping Point	

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ANNEX "C"

STANDING OFFER USAGE REPORT

Return to:

Public Services and Procurement Canada

Email: 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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ANNEX “D” 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);