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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

Commercial Acquisitions & Fast Track Procurement
Div/Div des Acquisitions commerciales et achats en régime accéléré

L'Esplanade Laurier,
East Tower 7th Floor
140 O'Connor, Street,
Ottawa
Ontario
K1A 0R5

Title - Sujet Custom Manila File Folders	
Solicitation No. - N° de l'invitation G9292-230158/A	Date 2022-07-14
Client Reference No. - N° de référence du client G9292-230158	GETS Ref. No. - N° de réf. de SEAG PW-\$\$PD-009-81297
File No. - N° de dossier pd009.G9292-230158	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2022-08-24 Heure Avancée de l'Est HAE	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Lahaie, Sonia	Buyer Id - Id de l'acheteur pd009
Telephone No. - N° de téléphone (343)550-1642 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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G9292-230158/A
Client Ref. No. - N° de réf. du client
G9292-230158

Amd. No. - N° de la modif.
File No. - N° du dossier
pd009. G9292-230158

Buyer ID - Id de l'acheteur
pd009
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided; |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:

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 the Statement of Requirement, the Basis of Payment, the Electronic Payment Instruments and, the Non-disclosure Agreement.

1.2 Summary

1.2.1 Requirement

Service Canada, the program operated by Employment and Social Development Canada (ESDC), has a requirement to establish a National Individual Standing Offer (NISO) for the supply of Custom Manila File Folders as defined in Annex A of the RFSO, for three (3) Service Canada Pension Offices in the Western Territories (W-T) located in Victoria, Edmonton and Winnipeg, on an "as and when requested" basis.

The three (3) Service Canada Western Territories (W-T) Region Pension sites use large quantities of Custom Manila File Folders every fiscal year based on volume which is approximately 300,000 to 450,000 in total for all three locations.

1.2.2 Period of the Standing Offer

This NISO will be for a one (1) year period, from the date of issuance of the Standing Offer up to March 31, 2023 with the option for two (2) additional one (1) year periods, (April 1 to March 31) under the same terms and conditions.

1.3 Trade Agreements

The requirement is subject to the provision of the World Trade Organization Agreement on Government Procurement (WTO-AGP), Canada-European Union Comprehensive Economic and Trade Agreement (CETA) and the Canadian Free Trade Agreement (CFTA).

1.4 Security Requirements

There is no security requirement associated with the requirement. However the delivery personnel must be escorted while on-site at all times.

1.5 Debriefings

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

1.6 Key Terms

a) Delivered Duty Paid (DDP) :

"Delivered Duty Paid" means the seller must pay for all of the costs related to transporting the goods and is responsible in full for the goods until they have been received and transferred to the buyer. This includes, but not limited to, paying for the shipping, the duties and any others expenses incurred while shipping and importing the goods.

b) Federal Identified Users:

Only Federal Identified Users will be authorized to issue call-ups against this NISO. Only Service Canada, the program operated by Employment and Social Development Canada (ESDC) are the Authorized Users as identified in part 6, section 6.6.

1.7 Offer

By submitting an Offer, the Offeror offers to provide and deliver the goods described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods and services, in accordance with the conditions set out in the Standing Offer.

1.8 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.

1.9 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

1.10 Epost Connect Service

This solicitation requires Offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offer electronically. Offerors must refer to Part 2 - Offeror Instructions, and Part 3 - Offer Preparation Instructions, of the solicitation, for further information.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2022-03-29) 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: 180 days

2.2 Submission of Offers

The submission of the offers is divided in the following two parts. It is the responsibility of the Offeror to ensure that their offer and Custom Manila File Folder samples are delivered as per the instruction below:

a. Delivery 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 bid solicitation.

Note: Offerors must submit their offer using Canada Post Corporation (CPC) Connect Service for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.pareceptiondessoumissions-apbidreceiving.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 a CPC Connect conversation, as detailed in Standard Instructions [2006](#), or to send offers through a CPC Connect message if the Offeror is using its own licensing agreement for CPC Connect service.

b. Delivery of Custom File Folders Samples as per Part 4 – Evaluation Procedures Table 1 – Mandatory Criteria of the Request for Standing Offer (RFSO)

All Custom Manila File Folder samples must be submitted only to Service Canada at the following address by date and time indicated on page 1 of the Request for Standing Offer:

Reference : G9292-230158/A
Service Canada
Attn: RMS Admin
1440-9700 Jasper Ave
Edmonton AB T5J C1

2.3 Improvement of Requirement during Solicitation Period

Should Offerors consider that the specifications or Statement of Work contained in the RFSO could be improved technically or technologically, Offerors are invited to make suggestions, in writing to the Standing Offer Authority named in the solicitation. Offerors must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Offeror will be given consideration provided they are submitted to the Standing Offer Authority at least 10 days before the solicitation closing date. Canada will have the right to accept or reject any or all suggestions.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 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.

2.6 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.

2.7 Volumetric Data

The Custom Manila File Folder's volumetric data has been provided to Offerors to assist them in preparing their offers. The inclusion of this data in this Request for Standing Offer does not represent a commitment by Canada that Canada's future usage of Custom Manila File Folders will be consistent with this data. It is provided solely for information purposes.

2.7.1 Volumetric Data per Location, per year

Location	Edmonton FMC	Victoria	Winnipeg
Quantity Ordered from April 2021 to March 2022	161,000 (644 cartons)	108,000 (432 cartons)	60,000 (240 cartons)
Approximate Quantity ordered (cartons/year)*	600-650	400-450	240-300
Approximate Quantity ordered per order (folders/order)	50,000 folders/order	Varies between 20,000-30,000 per order.	Varies between 20,000-30,000 per order.
Approximate frequency/number of deliveries	4 - 5 deliveries per year	4 - 5 deliveries per year	2 - 3 deliveries per year

*250 Custom Manila File Folders per carton.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

- The Offeror must submit its offer electronically. Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The Canada Post Corporation (CPC) Connect service has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada request that the offer must be gathered per section and separated as follows:

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

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

3.2 Section I: Technical Offer

- i. In their Technical Offer, Offerors should demonstrate their understanding of the requirements contained in the solicitation and explain how they will meet these requirements. Offerors should demonstrate their capability in a thorough, concise and clear manner for carrying out the Work.
- ii. The Technical Offer must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the offer will be evaluated. Simply repeating the statement contained in the Request for Standing Offer is not sufficient. In order to facilitate the evaluation of the offer, Canada requests that Offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Offerors may refer to different sections of their offers by identifying the specific paragraph and page number where the subject topic has already been addressed.
- iii. The Offeror must complete all areas of the document where they are directed to provide information in "blanks" and "fill-ins".
- iv. The Offerors Technical Offer must include one (1) copy of Page 1 of this Request for Standing Offer (RFSO), signed and dated by an authorized representative of the Offeror.

3.3 Section II: Financial Offer

- i. Offerors must submit their Financial Offer in accordance with the Pricing Tables in Annex B- Basis of Payment, without any conditions, assumptions, restrictions or otherwise. Offerors must complete and submit with their financial offer, Table 2- Pricing Table (found in article 4.1.3 Financial Evaluation). Any financial proposal that purports to restrict the way in which Canada acquires good or services under the resulting Standing Offer, with the exception of those limitations that are expressly set out in this Request for Standing Offer, will be treated as being non-responsive and the Offeror's offer will be given no further consideration.
- ii. All costs to be included:
The financial offer must include all costs for the requirement described in the Request for Standing Offer for the entire Contract Period, including any option years. This includes the delivery cost. The identification of all necessary equipment, and components required to meet the requirements of the Request for Standing Offer and the associated costs of these items is the sole responsibility of the Offeror.

- iii. Offerors must provide a firm unit price for each item, for the entire duration of the Standing Offer. The price of the offer must be in Canadian dollars, Delivered Duty Paid (DDP) at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and Applicable Taxes extra.
- iv. Failure to provide all of the required prices will result in the Offeror's offer being declared non-responsive.
- v. Blank Prices: Offerors are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Offeror leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Offeror confirm that the price is, in fact, \$0.00. No Offeror will be permitted to add or change a price as part of the confirmation. Any Offeror who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- vi. Canada has the right to disqualify an offer if the price of any deliverables does not reflect a fair and actual market price.
- vii. The quantities provided in Annex B- Basis of Payment are for evaluation purposes only. There is no commitment by the Government of Canada that the government's future usage will be consistent with the quantities provided. The final quantities will be provided at Contract award.
- viii. The Consumer Price Index (CPI) will be used to determine the applicable price adjustments for the Option Periods, therefore only the pricing for the initial Standing Offer period must be submitted for the purpose of the financial evaluation. For the option periods of 1 year, to purchase additional quantities, the Offeror agrees that the firm unit prices (increases or decreases) will be adjusted in accordance with Statistics Canada's average Consumer Price Index (CPI). (*Example March 2014 to March 2015 « +3.8% »*) The adjustment will be made annually, based on the average of the CPI of the most recently reported twelve-month period using the firm unit prices of the previous year.
<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413>.

Canada reserves the right to negotiate any modifications to the payment options and price adjustments with the Contractor, based on the items described in Annex A - Statement of Requirement.

Prices submitted with the offer will form part of any resulting Contract.

3.3.1 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06) Exchange Rate Fluctuation.

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All offers including such provision will render the offer non-responsive

3.3.2 Electronic Payment of Invoices – Offer

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

If Annex “C” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices

The following electronic payment instruments are accepted by the Offeror for payment of invoices:

a. Payment by credit card (Visa or MasterCard)

The Offeror must accept payment by credit card, Canada requests that Offerors complete the following;

The following credit card(s) are accepted:

Visa: _____
MasterCard: _____

b. Payment by Direct Deposit

Acceptance of electronic payment instruments for payment of Call-ups against the Standing Offer is considered a mandatory evaluation criteria.

3.4 Section III: Certifications

- i. 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. In addition to any other periods established in the solicitation:
 - 1. Requests for Clarifications: If Canada seeks clarification or verification from the Offeror about its offer, the Offeror will have (2) two working days (or longer period if specified in writing by the Standing Offer Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the offer being declared non-responsive.
 - 2. Extension of Time: If additional time is required by the Offeror, the Standing Offer Authority may grant an extension in his or her sole discretion.
- d. Canada will use the Phased Bid Compliance Process (PBCP) described below.

4.1.1 Phased Bid Compliance Process (PBCP)

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 AN 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 Request for Standing Offer closing in circumstances where the 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 Bid (PBCP)

- a. After the closing date and time of this Request for Standing Offer, 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 Request for Standing Offer, 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 Request for Standing Offer 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. An 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 Offerors 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 Offerors 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 for 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 Bid (PBCP)

- 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. An 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 Bid (PBCP)

- 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 Request for Standing Offer including the technical and financial evaluation criteria.
- b. An offer is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.2 Technical Evaluation

The evaluation of the technical offer will consist of mandatory technical criteria, which are evaluated in a simple pass/fail basis.

4.2.1 Mandatory Technical Criteria

- a. The Offerors must comply with and meet all technical requirements and all terms and conditions specified in this Request for Standing Offer.
- b. Each offer will be reviewed for compliance with the mandatory requirements at Table 1- Mandatory Criteria as detailed below. Any element of the Request for Standing Offer that is identified with the words "must" or "mandatory" is a mandatory requirement. Offers that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified. The Evaluation Team may determine that an offer does not meet a mandatory requirement at any time during the evaluation process.
- c. The Mandatory Technical Criteria are described in Table 1- Mandatory Technical Criteria below, and must be provided at the offer closing.
- d. Offerors are cautioned that Table 1- Mandatory Technical Criteria does not include all the mandatory requirements of this solicitation. This solicitation contains other mandatory requirements dealing with the submission, format and content of proposals, including the mandatory submission of certifications and mandatory requirements for the submission of the cost proposal. It is the Offeror's sole responsibility to read the entire solicitation to ensure that it complies with all mandatory requirements of this solicitation.
- e. The Phased Bid Compliance Process will apply to all mandatory technical criteria listed in Table 1- Mandatory Technical Criteria.

Table 1- Mandatory Technical Criteria

	Mandatory Technical Criteria	Additional Evaluation Guidelines	Offeror Substantiation
1. Custom Manila File Folder Samples			
1.1	The Offeror must provide four (4) samples of the Custom Manila File Folders.	The Samples must be submitted to the following address: Attn: RMS Admin 1440-9700 Jasper Ave Edmonton AB T5J C1	
1.2	To be compliant, the Custom Manila File Folder samples must meet or exceed the following technical requirements as detailed in in Annex A- Statement of Requirement, article 3: a. Manila 15 1/4 x 9 1/2 STRAIGHT CUT; b. REINFORCED END TAB 102 EMBOSSED SCORES ON END TAB; c. NO PRINT NO FASTENERS SCORED FOR 3/4 EXPANSION; and d. Weight FOLDER 14 point.	Offerors must provide documentation which demonstrates that the offered Custom Manila File Folders meets or exceeds the technical requirements in article 3. Offerors must provide the specification sheets.	
2. Inventory of Custom Manila File Folders			
2.1	The Offeror must demonstrate that they have the capacity to maintain an inventory of 150,000 Custom Manila File Folders for each fiscal year.	The Offeror must demonstrate and explain how they can maintain the minimal inventory.	

3. Experience and Capability		
3.1	<p>The Offeror must demonstrate that they have 3 years of experience providing and delivering Custom Manila File Folders within the last 5 years.</p> <p>The Offeror must provide, at a minimum, the following information in order to demonstrate experience:</p> <ul style="list-style-type: none"> a. Time range when the project occurred; b. Time length of the project; c. Quantities ordered; d. Delivery frequency; e. Minimal inventory; and f. General objective. 	<p>The Offeror must provide details of 2 similar projects to which they have partaken similar duties to the requirement defined in Annex A- Statement of Requirement.</p>
3.2	<p>The Offeror must certify that they have the ability to offer a dedicated customer representative to facilitate ordering, answer questions, offer services in both French and English.</p>	
3.3	<p>Offeror must provide a toll-free telephone number and an email address for customer support, pricing inquiries and other Standing Offer related activities.</p>	<p>Toll-free telephone number:</p> <p>Email address:</p>
4. Payment		
4.1	<p>The Offeror must accept payment by credit card and must certify in their offer. Offeror must accept at a minimum, Visa and Mastercard.</p>	
5. Additional Documentation		
5.1	<p>The Offeror's Technical Offer must include one (1) copy of Page 1 of this Request for Standing Offer (RFSO), signed and dated by an authorized representative of the Offeror.</p>	
5.2	<p>The Offeror must complete the form at Annex D- Non-Disclosure Agreement and submit the duly complete form with their offer.</p>	

4.3 Financial Evaluation

The Financial Evaluation will be conducted by calculating the Total Offer Price (TOP) using Table 2- Pricing Table below, which will be used to complete the tables in Annex B- Basis of Payment at Contract award.

The firm unit price must be rounded to no more than four decimal.

Table 2- Pricing Table

Custom Manila File Folders				
	Description (A)	FIRM UNIT PRICE FOR EVALUATION PURPOSES (B)	QTY FOR EVALUATION PURPOSES (folders) (C)	EXTENDED PRICE FOR EVALUATION PURPOSES (D) = (B X C)
1	Custom Manila File Folders	\$	50,000	\$
	TOTAL OFFER PRICE			\$
NOTE TO OFFERORS: FOR EVALUATION PURPOSES, THE SUM OF THE EXTENDED PRICE UNDER COLUMN (D) FOR ALL ITEMS MENTIONED ABOVE, WILL BE USED TO CALCULATE THE TOTAL OFFER PRICE (TOP) .				
The firm unit price must be in Canadian dollars, Delivered Duty Paid (DDP) at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and Applicable Taxes extra.				
Number of Custom Manila File Folders per Offeror's shipping box (Offerors are requested to provide the number of Custom Manila File Folders per box and the quantity in for the use of information purposes only)				

4.3.1 Evaluation of Price - Canadian / Foreign Offerors

- The price of the offer will be evaluated as follows:
 - Canadian-based Offeror must submit firm prices. Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
 - Foreign-based Offerors must submit firm prices. Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based Offerors.
- Unless the Request for Standing Offer specifically requires offers to be submitted in Canadian currency, offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the Request for Standing Offer closing date, or on another date specified in the Request for Standing Offer, will be applied as a conversion factor to the offers submitted in foreign currency.

3. Although Canada reserves the right to award the Standing Offer either on an FOB plant or FOB destination, Canada requests that Offerors provide prices FOB their plant or shipping point and FOB destination. offers will be assessed on an FOB destination basis.
4. For the purpose of the Request for Standing Offer, Offerors with an address in Canada are considered Canadian-based Offerors and Offerors with an address outside of Canada are considered foreign-based Offerors.

4.3.2 Taxes- Foreign-based Offeror

Unless specified otherwise in the Offer, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Offeror a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Offeror evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

4.4 Basis of Selection

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

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.

PART 6A - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6A.1 Statement of Requirements

Service Canada, the program operated by Employment and Social Development Canada (ESDC), has a requirement for the supply of Custom Manila File Folders for three (3) Service Canada Pension Offices in the Western Territories (W-T) located in Victoria, Edmonton and Winnipeg, on an "as and when requested" basis.

6A.1.1 Offer

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex A - Statement of Requirement.

6A.2 Security Requirements

6A.2.1 There is no security requirement applicable to the Standing Offer. However the delivery personnel must be escorted while on-site at all times.

6A.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.

6A.3.1 General Conditions

2005 (2022-01-28) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6A.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 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 require must be submitted in the format as detailed in Annex E to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

Required data:

- I. Call-up date;
- II. Client name;
- III. Location of delivery;

- IV. Invoice number;
- V. Amount;
- VI. GST/HST;
- VII. Quantity;
- VIII. Balance left;
- IX. Initial stock inventory for that period;
- X. Running total of stock inventory;

6A.4 Term of Standing Offer

6A.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the date of issuance of the Standing Offer to March 31, 2023.

6A.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 two (2) one (1) 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.

6A.4.3 Pricing Adjustments

Upon notification of extension Offerors will be authorized to modify their pricing. Pricing may be adjusted downward, upward or left the same.

Offerors must submit proposed price changes to the Standing Offer Authority for consideration. Prices must not be increased by more than the rate established in the Consumer Price Index (CPI). PSPC will accept the proposed price increase rounded up to four (4) decimals in the event that the rounding of the price is above the CPI. The CPI is widely used as an indicator of the change in the general level of consumer prices or the rate of inflation.

*For all option years, if optional additional quantities are required, on an "as and when" requested basis, the Offeror agrees that the firm unit prices (increases or decreases) will be adjusted in accordance with Statistics Canada's average Consumer Price Index (CPI) on the Initial Contract Period (*Example March 2020 to March 2021 « +3.8% »*). The adjustment will be made annually, based on the average of the CPI of the most recently reported twelve-month period using the firm unit prices of the previous year.

<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413>
<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413>

6A.4 Delivery Points

Delivery points are required for the following. The three (3) Service Canada Western Territories (W-T) Region requires the purchase of Custom Manila File Folders for use in the Service Canada Pension offices located in:

- a. Service Canada
1230 Government Street
Victoria, BC, V8W 3M5
- b. Service Canada
File Management Centre (FMC)
17412 116th Avenue NW
Edmonton, AB, T5L 4L2
- c. Service Canada
280 Broadway Avenue
Winnipeg, MB, R3C 0R8

6A.5 Authorities

6A.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Sonia Lahaie
Title: A/Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Commercial and Consumer Products Directorate
Address: 140 O' Connor Street, Ottawa, ON K1A 0R5

Telephone: 343-550-1642
E-mail address: Sonia.Lahaie@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.

6A.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.

6A.5.3 Offeror's Representative

Name: *(will be provided at the issuance of the Standing Offer)*

Title: _____

Organization: _____

Address: _____

Telephone: _____

E-mail address: _____

6A.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Service Canada, the program operated by Employment and Social Development Canada (ESDC).

6A.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.

6A.8 Limitation of Call-ups

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

PSPC may execute Call-ups against the Standing Offer for Call-ups from \$25,000.00 to \$400,000.00 on behalf of Federal Identified Users.

6A.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 (2022-01-28), General Conditions - Standing Offers - Goods or Services;
- d) the General Conditions 2010A (2022-01-28) – General conditions: Goods (medium complexity);
- e) Annex A, Statement of Requirement;
- f) Annex B, Basis of Payment ;
- g) Annex D, Non-Disclosure Agreement;
- h) the Offeror's offer dated _____ (*Will be inserted at the issuance of the Standing Offer*).

6A.10 Certifications and Additional Information

6A.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.

6A.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 _____ (*Will be inserted at the issuance of the Standing Offer*)

6A.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.

PART 6B - STANDING OFFER AND 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.

6B.1 Requirement

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

6B.2 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.

6B.2.1 General Conditions

[2010A](#) (2022-01-28), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A (2022-01-028) will not apply to payments made by credit cards.

6B.3 Term of Contract

6B.3.1 Period of the Contract

The period of the Contract is from contract award to March 31, 2023 inclusively.

6B.3.2 Delivery Date

Delivery of the requirement will be made to delivery point(s) specified in the call-up against the Standing Offer.

6B.4 Payment

6B.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 price, as specified in Annex B. The Contractor will be paid in Canadian dollars, Delivered Duty Paid (DDP) at destination, Canadian Customs Duties and Excise Taxes included where applicable, and Applicable Taxes 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 Standing Offer Authority before their incorporation into the Work.

6B.4.2 Multiple Payments

Canada will pay the Offeror upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6B.4.4 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card; and
- c. Direct Deposit (Domestic and International).

6B.5 Invoicing Instructions

The Contractor must submit electronic invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. Quantities ordered by site;
- b. Contract number;
- c. Invoice number(s);
- d. Order date;
- e. Requestor name;
- f. Receiver name; and
- g. Invoices will be paid within 30 days of receipt.

6B.5.1 Invoice Distribution

- a. Invoices must be distributed as follows:
 - i. One (1) electronic copy must be forwarded to the requestor's email address for certification and payment;
 - ii. One (1) electronic copy must be forwarded to the following e-mail address: *(to be inserted at the issuance is the Standing Offer)*;
 - iii. One (1) electronic copy must be forwarded to the Standing Offer Authority identified under the section entitled "Authorities" of the Standing Offer.

6B.6 Insurance

The Offeror 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.

6B.7 Shipping Instructions- Delivery at Destination

The Offeror must ship the goods prepaid DDP- Delivery Duty Paid to the destination specified in the call-up. Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.

6B.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](#)".

6B.9 Excess Goods

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

ANNEX A- STATEMENT OF REQUIREMENT

1. Objective

- 1.1 Service Canada, the program operated by Employment and Social Development Canada (ESDC), has a requirement to establish a National Individual Standing Offer (NISO) for the supply of Custom Manila File Folders, as defined in Annex A, to three (3) Service Canada Pension offices located in Western Territories (W-T) Region, Victoria, Edmonton and Winnipeg, on an "as and when requested" basis for a period of one (1) year with the right to extend for two (2) additional (1) one year period under the same terms and conditions.

The three (3) Service Canada Western Territories (W-T) Region use large quantities of Custom Manila File Folders every fiscal year based on volume which is approximately 300,000 to 450,000 in total for all three locations. Which may change based in operational requirement.

2. Background

- 2.1 The Service Canada Western Territories (W-T) Region sites use large quantities of Custom Manila File Folders every fiscal year (approximately 300,000-450,000), see volumetric data per location in section 2.6.1 (Volumetric Data of the RFSO). We are seeking an "as and when" required basis Standing Offer to alleviate the following issues:

- a. Difficulty storing large quantities on-site due to limited storage capacity;
- b. Minimize current delivery timeframe of 8-10 weeks; and
- c. Allow orders over a certain amount to prevent repetitive orders paid via acquisition card.

3. Custom Manila File Folders Technical Mandatory Requirements

- 3.1 The Custom Manila File Folders must meet or exceed the following technical requirements:

- a. Manila 15 1/4 x 9 1/2 STRAIGHT CUT;
- b. REINFORCED END TAB 102 EMBOSSED SCORES ON END TAB;
- c. NO PRINT NO FASTENERS SCORED FOR 3/4 EXPANSION; and
- d. Weight FOLDER 14 point.

4. Inventory

- 4.1 The Offeror must have a minimum inventory of 150,000 Custom Manila File Folders at the beginning of the initial Standing Offer period in order to ensure for the supply and delivery on an "as and when" required basis.
- 4.2 At the end of the initial Standing Offer period, if an option year is exercised, Canada will confirm the minimum inventory required. All remaining inventory that was not purchased, the Offeror will make them available for the next fiscal year. However, if an option year is not exercised, Service Canada will buy the left over inventory of 150,000 (or less) Custom Manila File Folders, and have them distributed between the Service Canada various pension offices.
- 4.3 The 150,000 minimum starting inventory must ensure that each offices can place a maximum order at the start of each fiscal year if required. The minimal inventory maintained is to ensure that the Offeror

can produce the Custom Manila File Folders in time for subsequent orders every 2-3 months. Each location orders on different months and usage differs.

5. Invoicing

5.1 Invoice must be submitted in electronic PDF format.

5.1

5.2 Invoices must be submitted to the RMS General Delivery box (*will be provided at the issuance of the Standing Offer*) within 3 business days of receipt and acceptance of the goods from the client.

6. Ordering and Delivery

6.1 The Offeror must provide a dedicated customer representative to take orders, answer questions, offer services in both French and English, and handle any issues within 48 hours including, but not limited to:

- a. Orders not arriving within the 10 to 15 day delivery period;
- b. Orders not arriving complete; and
- c. Required inventory not being maintained or available.

6.2 The Service Canada Western Territories (W-T) Region locations is responsible for:

- a. Respect the minimum and maximum single order quantity of 50,000 units per location;
- b. Place orders with all relevant information to vendor customer representative, including the following information:
 - i. Location;
 - ii. Delivery instructions: loading bay, hours of work, primary and secondary contact (name and number), any special instructions;
 - iii. Quantity ordered.

6.3 The Offeror must send complete orders and have them delivered within 10 to 15 business days:

- a. Orders must be shipped complete with no backorders;
- b. A maximum single order must not surpass the following amounts per location;
 - i. Winnipeg: 30,000 units;
 - ii. Victoria: 30,000 units;
 - iii. Edmonton: 50,000units
- c. Deliveries must be made between the hours of 8:30am and 3:00pm local time, Monday to Friday unless otherwise noted in the delivery instructions given by the location when the orders are placed.

6.4 The Offeror must provide packing slips with each order and send an electronic copy to the Regional Management Services (RMS) General Delivery Box (*will be provided at the issuance of the Standing Offer*).

6.4.1 The Offeror must include on each packing slip the information below:

- a. Requestor Name;
- b. Requestor Phone Number;
- c. Quantity ordered;
- d. Quantity shipped;
- e. Contract number;
- f. Order date; and
- g. Delivery location.

6.5 The Offeror must deliver the Custom Manila File Folders as per the following instructions for each locations:

6.5.1 Edmonton File Management Centre (FMC)

- a. Delivery on skids;
- b. At loading dock – dock leveler is available;
- c. Ring doorbell for access;
- d. Delivery personnel must be escorted while on-site at all times;
- e. Access and escort provided by requestor or mailroom staff (*contact will be provided at the issuance of the Standing Offer*); and
- f. Offeror must provide own dolly/hand cart/pallet jack.

6.5.2 Victoria

- a. Skids accepted;
- b. Loading Dock: one bay has leveler – small trucks or cube vans accepted – no (5) five ton or larger vehicles;
- c. 5 ton or larger vehicles must unload skids on the street beside the loading dock and must take skids down the garage ramp to the basement;
- d. Specific parking zones are available on the 3 blocks in front of 1230 Government Street;
- e. Delivery personnel must be escorted while on-site at all times;
- f. Access and escort provided by requestor or mailroom staff (*contact will be provided at the issuance of the Standing Offer*); and
- g. Offeror must provide own dolly/hand cart/pallet jack.

6.5.3 Winnipeg

- a. No loading dock;
- b. Delivery must be made to rear of building which is closet to service elevator;
- c. 3 parking spaces are available at the rear of the building;
- d. Sign in required at service window;
- e. Skids will not fit through the door, delivery must be made via hand cart or dolly;
- f. Delivery personnel must be escorted while on-site at all times; and
- g. Access and escort provided by requestor or mailroom staff (*contact will be provided at the issuance of the Standing Offer*).

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7. Contact Information

7.1 Service Canada will inform the Offeror of any issues as soon as they are known.

7.2 Service Canada will inform the Offeror of changes to the site contacts as soon as they are known.

7.3 Contract Administration (*will be provided at the issuance of the Standing Offer*).

ANNEX B - BASIS OF PAYMENT

Custom Manila File Folders		
No.	QUANTITIES	FIRM UNIT PRICE
1	50,000	\$

INITIAL STANDING OFFER PERIOD				
No.	Description	Estimated QTY	Firm Unit Price	Extended Price
1	Custom Manila File Folder	150,000	\$	\$
NOTE: The firm unit price are in Canadian dollars, Delivered Duty Paid (DDP) at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and Applicable Taxes extra. All pricing includes a maximum of four decimal points. i.e. 0.2263.				

OPTION YEAR 1				
No.	Description	QTY	Firm Unit Price	Extended Price
1	Custom Manila File Folder		\$	\$
NOTE: The firm unit price are in Canadian dollars, Delivered Duty Paid (DDP) at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and Applicable Taxes extra. All pricing includes a maximum of four decimal points. i.e. 0.2263.				
* For all option years, if optional additional quantities are required, on an "as and when" requested basis, the Offeror agrees that the firm unit prices (increases or decreases) will be adjusted in accordance with Statistics Canada's average Consumer Price Index (CPI). (Example March 2020 to March 2021 « +3.4% ») The adjustment will be made annually, based on the average of the CPI of the most recently reported twelve-month period using the firm unit prices of the previous year. https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413				

OPTION YEAR 2				
No.	Description	QTY	Firm Unit Price	Extended Price
1	Custom Manila File Folder		\$	\$
NOTE: The firm unit price are in Canadian dollars, Delivered Duty Paid (DDP) at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and Applicable Taxes extra. All pricing includes a maximum of four decimal points. i.e. 0.2263.				
* For all option years, if optional additional quantities are required, on an "as and when" requested basis, the Offeror agrees that the firm unit prices (increases or decreases) will be adjusted in accordance with Statistics Canada's average Consumer Price Index (CPI). (Example March 2020 to March 2021 « +3.4% ») The adjustment will be made annually, based on the average of the CPI of the most recently reported twelve-month period using the firm unit prices of the previous year. https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413				

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ANNEX C - ELECTRONIC PAYMENT INSTRUMENTS

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

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card; and
- ☐ Direct Deposit (Domestic and International).

ANNEX D - NON-DISCLOSURE AGREEMENT

The Offeror must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex D , and provide it to the Standing Offer Authority before they are given access to information by or on behalf of Canada in connection with the Work.

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Standing Offer No. _____ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Offeror as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Standing Offer.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Offeror by or on behalf of Canada must be used solely for the purpose of the Standing Offer and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Standing Offer No.

Signature

Date

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ANNEX E- STANDING OFFER USAGE REPORT- REPORTING