

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Public Works and Government Services Canada
Bid Receiving Unit
Suite 201, 1800 11th Ave
Regina
Sask.
S4P 0H8
Bid Fax: (306) 780-5601

Request For a Standing Offer Demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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

Regina (REG)
Suite 201, 1800 11th Avenue
Regina
Sask.
S4P 0H8

Title - Sujet Dental Supplies & Small Equipment	
Solicitation No. - N° de l'invitation EV394-121182/A	Date 2012-08-14
Client Reference No. - N° de référence du client EV394-121182	GETS Ref. No. - N° de réf. de SEAG PW-\$REG-162-4524
File No. - N° de dossier REG-1-34105 (162)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-09-24	Time Zone Fuseau horaire Central Standard Time CST
Delivery Required - Livraison exigée	
Address Enquiries to: - Adresser toutes questions à: Glover, Cindy	Buyer Id - Id de l'acheteur reg162
Telephone No. - N° de téléphone (306)780-5605 ()	FAX No. - N° de FAX (306)780-5601
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: SEE HEREIN	
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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PART 1 - GENERAL INFORMATION

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: includes the certifications 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 Requirement, the Basis of Payment, the Standing Offer Usage Report, the Sample Items List, the Sample Financial Evaluation and the Consent to a Criminal Record Verification.

2. Summary

This requirement is to establish up to three National Master Standing Offers (NMSO) for the supply and delivery of dental supplies, dental instruments and small dental equipment as required by various Federal Government Departments and Agencies for delivery locations throughout Canada, including northern remote areas.

The period of the Standing Offer will be from date of Standing Offer Award to September 30, 2013, with one additional 1-year option period.

Pursuant to section 01 of Standard Instructions 2006 and 2007, a Consent to a Criminal Record Verification form, must be submitted with the offer, by Request for Standing Offers closing date, for each individual who is currently on the Offeror's Board of Directors.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

There will be two solicitation documents on MERX for this requirement: Solicitation EV394-121182/A aimed at the general dental supplies and equipment industry and EV394-121182/B under the Procurement Strategy for Aboriginal Business program. If Offerors are eligible and choose to make an offer on both requirements they must submit separate offers for both solicitations.

3. Debriefings

After issuance of a standing offer, 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.

PART 2 - OFFEROR INSTRUCTIONS

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 (2012-07-11) 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: sixty (60) days

Insert: ninety (90) days

1.1 SACC Manual Clauses

B3000T	Equivalent Products	2006-06-16
C3011T	Exchange Rate Fluctuation	2010-01-11
M1004T	Condition of Material	2011-05-16

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

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 Saskatchewan.

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.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (2 hard copies)

Section II: Financial Offer (2 hard copies)

Section III: Certifications (1 hard copy)

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 their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, offerors are encouraged to:

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

Failure to meet any of the following mandatory criteria at bid closing will render your submission non-responsive and it will not be given further consideration.

- (a) The Offeror must offer all the sample items listed in Annex D, Sample Items List A - Dental Supplies, Sample Items List B - Dental Instruments and Sample Items List C - Small Dental Equipment. The items quoted must be listed in the Offeror's current published online catalogue or printed catalogue. The Offeror must provide documentation identifying where in their current catalogue each item is offered.

1.1.2 Mandatory Criteria Prior to Issuance of a Standing Offer

Failure to meet any of the following mandatory criteria prior to issuance of a Standing Offer will render your offer non-responsive and it will not be given further consideration. This information is requested in hard copy with the Offeror's Technical Bid document. If the information is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time period to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

A. Environmental Criteria

The following environmental requirements must be submitted and any supporting documentation as required must be provided upon request, either on corporate letterhead, as corporate documentation or provide the Offeror's web site address where this information resides in order to be considered responsive.

- (i) The Offeror must provide information on how the packaging being used is designed to minimize waste and how the packaging is accepted for reuse, recycling or recovery.
- (ii) The Offeror must submit information regarding any environmentally policies or programs they may have in place or any environmental certification they have received.
- (iii) The Offeror must provide a list of environmentally preferable products they offer (e.g., biodegradable products; recyclable products; products with replaceable/refillable parts etc.).

1.2 Financial Evaluation

1.2.1 Offerors will be evaluated in accordance with Annex B - Basis of Payment, Annex D - Sample Items List A, Sample Items List B and Sample Items List C, and Annex E - Sample Financial Evaluation.

1.2.2 SACC Manual Clause, M0222T (2010-01-11), Evaluation of Price

2. Basis of Selection

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

2.2 It is the intent of Canada to issue up to three standing offers.

2.3 The lowest priced compliant offer will be recommended for issuance of a Standing Offer.

2.4 The second and third lowest priced responsive offers will be considered for issuance of a Standing Offer if their total aggregate pricing is within 25% of the lowest compliant priced offer.

2.5 Refer to Annex E - Sample Financial Evaluation

2.6 In the event of three Standing Offers being awarded, the lowest priced compliant Offeror shall receive 50% of the work; the second lowest priced compliant Offeror shall receive 30% of the work; and the third lowest priced Offeror shall receive 20% of the work.

2.7 In the event of two (2) Standing Offers being awarded, the lowest priced compliant Offeror shall receive 60% of the work; and the second lowest price compliant Offeror shall receive 40% of the work.

2.8 In the event of one (1) Standing Offer being awarded, the Offeror shall receive 100% of the work.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or

unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Code of Conduct Certifications - Consent to a Criminal Record Verification

1.1 Offerors must submit as part of their offer, by Request for Standing Offers closing date:

- (a) a complete list of names of all individuals who are currently directors of the Offeror;
- (b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSGC 229), for each individual named in the list.

2. Certifications Precedent to Issuance of a Standing Offer

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

2.1 Federal Contractors Program - Certification

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- (a) ☐ is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ☐ is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ☐ is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) ☐ is subject to FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

This Standing Offer cannot be used for requirements in locations which fall under Comprehensive Land Claim Agreements (CLCA's).

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

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>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2012-07-16), General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C", Standing Offer Usage Reporting Form. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still 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:

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.

The data must be submitted to the Standing Offer Authority no later than ten (10) calendar days after the end of the reporting period.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of Standing Offer to September 30, 2013.

3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for one additional one-year period, from October 1, 2013 to September 30, 2014, 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 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Cindy Glover

Supply Specialist

Public Works and Government Services Canada

Acquisitions Branch

#201, 1800 11th Avenue

Regina, SK S4P 0H8

Telephone: (306) 780-5605

Facsimile: (306) 780-5601

E-mail address: cindy.glover@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.

4.2 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.

4.3 Offeror's Representative**Contact for Follow-up:**

Name: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

Contact for Call-ups:

Name: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

5. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.I, II, III, of the Financial Administration Act, R.S., 1985, c. F-11.

6. Call-up Procedures

6.1 The Identified User is to issue Call-ups on a “right of first refusal” basis to the highest-ranked offer first until that Standing Offer's financial limitation has been reached. The identified user will contact the highest-ranked Offeror to determine if the requirement can be satisfied by that Offeror. If the highest-ranked offer is able to meet the requirement, a call-up is made against its standing offer. If that Offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up.

6.2 If it is found that the identified user is not receiving the best price or value for the items being purchased, taking into consideration departmental requirements, business needs, delivery dates, delivery areas, lower cost for multiple items, etc., identified users are to follow the rotational order and through comparison pricing, use the most economical Standing Offer Holder.

6.3 When the highest-ranked offeror is unable to fulfill the need, the Identified User must document their file appropriately.

6.4 In the event of two or more awarded Standing Offers, ranking will be determined by using the Offerors' total aggregate evaluated pricing for Annex D - Sample Items List A, Sample Items List B and Sample Items List C, less their respective discounts identified in Annex B - Basis of Payment, with 1st ranked being the lowest-priced offer, 2nd ranked being the second lowest-priced offer and 3rd ranked being the third lowest-priced offer, if applicable.

6.5 Multiple Call-ups must not be issued in order to circumvent call-up limitations.

6.6 Only authorized Call-ups are to be accepted. The Offeror agrees only to accept individual Call-ups made by Identified Users pursuant to this Standing Offer that do not exceed the applicable Call-up Limitations outlined above. The Offeror acknowledges that any Call-up made by an Identified User exceeding the applicable Call-up Limitation is not permitted under this Standing Offer and is without authority.

NOTE: The Call-up Procedures are only applicable when multiple standing offers are awarded. The Standing Offer number issued on any Offer in no way indicates the ranking of that Standing Offer Holder.

7. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC 942, Call-up Against a Standing Offer* or electronic version.

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

9. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

10. Priority of Documents

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

- (a) the call up against the Standing Offer, including any annexes;
- (b) the articles of the Standing Offer;
- (c) the general conditions 2005 (2012-07-16), General Conditions - Standing Offers - Goods or Services;
- (d) the general conditions 2010A (2012-07-16), 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*).

11. Certifications

11.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

12. Applicable Laws

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

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.

1. Requirement

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

2. Standard Clauses and Conditions

2.1 General Conditions

2010A (2012-07-16), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 09 entitled Warranty of general conditions 2010A is amended by deleting subsection 2 in its entirety and replacing it with the following:

2. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

Section 16, Interest on Overdue Accounts, of 2010A (2012-07-16), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

3. Term of Contract

3.1 Delivery Date

The Offeror must supply within the specified timeframes identified herein for all call-ups received unless the ordered items are on back order. If the items are on back order, the Offeror must make every reasonable effort to supply the items within a timeframe acceptable to the Project Authority. If the goods

cannot be delivered within an acceptable delivery timeframe, the Offeror must notify the Project Authority identified in the call-up. The Standing Offer Authority reserves the right to cancel the call-up if the items cannot be delivered within the Project Authority's acceptable delivery timeframe.

Should PWGSC be informed or find that delivery requirements are not being met or adhered to, PWGSC will inform the Standing Offer Holder that corrective action must be taken. Should corrective action not be taken PWGSC reserves the right to withdraw the Standing Offer.

4. Payment

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 the contract for a cost of \$ _____ (insert the amount at contract award). Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

Refer to Annex B, Basis of Payment

4.2 Single Payment

SACC Manual clause H1000C (2008-05-12), Single Payment

4.3 Price Lists

SACC Manual clause M3000C (2006-08-15), Price Lists

4.4 Estimates

SACC Manual clause M3800C (2006-08-15), Estimates

4.5 SACC Manual Clauses

A9117C	T1204 - Direct Request by Customer Department	2007-11-30
C2000C	Taxes - Foreign-based Contractor	2007-11-30

4.6 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

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.

6. Insurance

SACC Manual clause G1005C (2008-05-12) Insurance

7. SACC Manual Clauses

A9062C	Canadian Forces Site Regulations	2011-05-16
A9068C	Government Site Regulations	2010-01-11
B1501C	Electrical Equipment	2006-06-16
B1505C	Shipment of Hazardous Materials	2006-06-16
B7500C	Excess Goods	2006-06-16

ANNEX A

REQUIREMENT

1. Requirement

This requirement is for the supply and delivery of dental supplies, dental instruments and small dental equipment as required by various Federal Government Departments and Agencies throughout Canada, including northern and remote areas.

2. Products

2.1 Included Categories:

The following items are included and form part of the Standing Offer.

A. Dental Supplies

A.1 Dental supplies include dental sundries and consumables, and exclude dental instruments and small dental equipment as listed below.

B. Dental Instruments

B.1 Dental instruments must be permanently marked/stamped with the company name, part number, CE stamp and indicator of date of manufacture. Dental instruments include:

- (i) Diagnostic Instruments
- (ii) Periodontal Instruments
- (iii) Endodontic Instruments
- (iv) Restorative Instruments
- (v) Orthodontics Instruments
- (vi) Surgical Instruments
- (vii) Rubber/Dental Dam Instruments

C. Small Dental Equipment

C.1 Small dental equipment include handpieces (including handpiece attachments, components and replacement parts), curing lights, curing units, amalgamators, ultrasonic cleaners and baskets, air abrasion systems, lathes, model trimmers, burners/torches and vacuum formers. Other small dental equipment not identified may be considered with prior approval from the Standing Offer Authority.

C.2 The manufacturer's name, trademark or other such known characteristics must appear on the equipment so that the source of manufacture is permanently identifiable.

C.3 Plates, stampings or engravings indicating model, serial number, Underwriter Laboratories (UL) / Canadian Standards (CSA) approval, electrical and mechanical ratings must be permanently attached and accessible to the equipment.

C.4 Equipment must be Underwriter Laboratories (UL) / Canadian Standards Association (CSA) approved.

2.2 Excluded Categories:

Items that fall within the following categories in the Offeror's published catalogue or price list do not form part of the Standing Offer. Under the terms and conditions of this requirement, Identified Users are not authorized to request any items that are within these excluded categories as part of the Standing Offer and Offerors are not permitted to ship them if ordered.

- A. Large and/or Hi-Tech Dental Equipment including:
 - Dental chairs
 - Dental tables
 - Dental cabinets
 - Operatory lights
 - X-ray machines and film processors
 - Digital imaging systems and radiography
 - Digital sensors
 - Lasers
 - Intraoral cameras
 - Cone Beam CT
 - Peridental Technology
- B. General Office Equipment
- C. General Office Furniture
- D. General Office Supplies, excluding dental office supplies
- E. Equipment Leasing
- F. Office Design Services
- G. Toys

3. Manuals

- 3.1 Operator instruction manuals must accompany each piece of small dental equipment. Operator's manuals must be supplied in English and French.

The manual must contain instructions and include, but not be limited to the following:

- (i) Step by step instructions for the installation/operation of the equipment;
- (ii) A troubleshooting guide; and,
- (iii) Operator's maintenance, minor repair and adjustment instructions.

4. Packaging Requirements

It is the supplier's responsibility to ensure that all packing, labeling, handling and transportation of goods is in accordance with all federal, provincial, municipal acts, regulations and by-laws.

Packaging must be sufficient to ensure goods will not be damaged during shipment. Damaged goods will be returned at the expense of the Standing Offer Holder.

5. Ordered Products and Returns

5.1 For stocked items, no restocking fees will apply regardless of Standing Offer Holder's policies.

5.2 For non-stocked or special ordered products, any return, replacement and/or restocking fees will be subject to the Standing Offer Holder's policies.

5.3 Items shipped in error will be returned by the Identified User within thirty (30) calendar days of receipt, transportation/delivery charges collect, if applicable.

5.4 Items ordered in error will be returned by the Identified User within thirty (30) calendar days, transportation charges prepaid, if applicable.

6. Catalogue

The Offerors hard copy and/or online catalogue must be available in English and French.

ANNEX B**BASIS OF PAYMENT**

FOB Destination, including all delivery and off-loading charges, Customs Duties included, GST/HST extra, if applicable

1. From date of award to September 30, 2013

Prices as listed in your current published Canadian retail price list/catalogue in effect on date of call-up (GST/HST extra), less a discount of:

- | | | |
|-----|------------------------|---------|
| 1.1 | Dental Supplies | _____ % |
| 1.2 | Dental Instruments | _____ % |
| 1.3 | Small Dental Equipment | _____ % |

2. Option Period - October 1, 2013 to September 30, 2014

Prices as listed in your current published Canadian retail price list/catalogue in effect on date of call-up (GST/HST extra), less a discount of:

- | | | |
|-----|------------------------|---------|
| 2.1 | Dental Supplies | _____ % |
| 2.2 | Dental Instruments | _____ % |
| 2.3 | Small Dental Equipment | _____ % |

SPECIALS:

In addition to the above pricing, special offerings due to year end or surplus manufacturing runs, special job lots, sales, etc., is to be made available as they occur if they are of lesser cost than under the above pricing arrangement.

ANNEX D

SAMPLE ITEMS LIST

Offerors must quote prices for all of the sample items listed herein under Sample Items List A, Sample Items List B and Sample Items List C. The quoted prices must not be discounted and must appear in the Offeror's current published price list and/or catalogue. Offeror's must reference the page number from their current published price list/catalogue where the items quoted herein can be found. Offerors should quote prices in the requested units of measure or provide applicable conversion to the requested units.

These sample items and their estimated quantities are identified for evaluation purposes only and will not form part of any resulting Standing Offer.

1. Sample Items List A - Dental Supplies

Item	Description	Est Qty	Unit Price
1.1	Dental Dam, Hygenic, Latex, Medium, 5" x 5", 52 per Box Reference Page: _____ Product Number: _____	10	\$_____/box
1.2	Rubber Dam Clamps, #12A, Ivory Reference Page: _____ Product Number: _____	100	\$_____/ea
1.3	Needles - Disposable, Metal Hub, 25 gauge, Long, 100 per box Reference Page: _____ Product Number: _____	100	\$_____/box
1.4	Self-Aspirating Syringe, 1.8cc Reference Page: _____ Product Number: _____	5	\$_____/ea
1.5	Topical Anesthetic - 20% Benzocaine Spray, 2 oz Reference Page: _____ Product Number: _____	50	\$_____/ea
1.6	Peri-Pro Developer and Fixer, Air Techniques Inc. 3 quarts each per case, or equivalent Reference Page: _____ Product Number: _____	20	\$_____/cs

Item	Description	Est Qty	Unit Price
1.7	X-ray Film, Intraoral, Kodak Insight, IP-01, Periapical Type #0 (7/8" x 1 3/8"), Poly-Soft, Box of 100 - 1 Film Packets or equivalent Reference Page: _____ Product Number: _____	100	\$_____/box
1.8	Bite-Wing Loops, Adult, 500 per package Reference Page: _____ Product Number: _____	100	\$_____/pkg
1.9	Gloves - Latex , Powder-free, Large, 100 per Box Reference Page: _____ Product Number: _____	50	\$_____/box
1.10	Dental Bibs - disposable, 2-ply paper, 1-ply poly, minimum 13" x 18", 500 per case Reference Page: _____ Product Number: _____	10	\$_____/cs
1.11	Cotton Rolls - #2 Medium, 1 1/2" x 3/8", 2,000 per box Reference Page: _____ Product Number: _____	30	\$_____/box
1.12	Cups - Wax-treated paper, 5 oz, 1,000 per case Reference Page: _____ Product Number: _____	20	\$_____/cs
1.13	Fluoride Gel - 1.23% APF, Mint, One-minute application, 475 ml Reference Page: _____ Product Number: _____	50	\$_____/ea
1.14	Fluoride Trays, Disposable, Double-Hinged, Small 100 per package Reference Page: _____ Product Number: _____	50	\$_____/pkg

2. Sample Items List B - Dental Instruments

Item	Description	Est Qty	Unit Price
2.1	Rubber Dam Punch, Ainsworth, stainless steel Reference Page: _____ Product Number: _____	10	\$_____/ea
2.2	Excavator, #17, satin steel Reference Page: _____ Product Number: _____	5	\$_____/ea
2.3	Plugger, Amalgam, Hollenback #1, satin steel, non-serrated Reference Page: _____ Product Number: _____	5	\$_____/ea
2.4	Forcep, #23 Cowhorn Reference Page: _____ Product Number: _____	20	\$_____/ea
2.5	Elevator, #25 Cryer, medium Reference Page: _____ Product Number: _____	20	\$_____/ea
2.6	Elevator, #2 Heidbrink, straight Reference Page: _____ Product Number: _____	20	\$_____/ea
2.7	Root Tip Pick, #2, Heidbrink Reference Page: _____ Product Number: _____	10	\$_____/ea
2.8	Spreader, D-11 Standard, Single End Round Handle Reference Page: _____ Product Number: _____	10	\$_____/ea

3. Sample Items List C - Small Dental Equipment

Est Item	Unit Description	Qty	Price
3.1	Ultra Cleaner, Biosonic, 3.5 gallon tank Coltène/Whaledent, Model UC300, or equivalent Reference Page: _____ Product Number: _____	10	\$_____/ea

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Item	Description	Est Qty	Unit Price
3.2	Ultrasonic Instrument Basket, Biosonic, Large Volume, Fingerguard, Coltène/Whaledent, Model UC310, or equivalent Reference Page: _____ Product Number: _____	10	\$_____/ea
3.3	Handpiece, Midwest, Quiet-Air, In-sight, 730014, or equivalent Reference Page: _____ Product Number: _____	10	\$_____/ea
3.4	Curing Light, Dentsply, Model QHL75, 75 watt lamp, or equivalent Reference Page: _____ Product Number: _____	5	\$_____/ea

ANNEX E

EXAMPLE FINANCIAL EVALUATION

Step 1 Determine each responsive Offer's Total Aggregate Pricing for Sample Items List A, Sample Items List B and Sample Items List C identified at Annex D.

Total Aggregate Pricing will be determined by:

- 1) Discounting each item by its respective discount offered in Annex B - Basis of Payment; then,
- 2) Multiplying each item's discounted item price by each item's respective estimated quantities to receive the extended price; then,
- 3) Summing each item's extended price to obtain a total aggregate price.

1. Sample Items List A - Dental Supplies

Item	Description	Est Qty	Offer #1	Offer #2	Offer #3
1.1	Dental Dam, Hygenic, Latex, Medium, 5"x5", 52 per box	10	\$16.00	\$18.00	\$15.00
1.2	Dental Dam Clamps, #12A, Ivory	100	\$12.80	\$12.50	\$13.00
1.3	Needles - Disposable, Metal Hub, 25 gauge, long, 100 per box	100	<u>\$16.00</u>	<u>\$16.40</u>	<u>\$17.00</u>
Total aggregate price of Sample Items List A			\$44.80	\$46.90	\$45.00

2. Sample Items List B - Dental Instruments

Item	Description	Est Qty	Offer #1	Offer #2	Offer #3
2.1	Rubber Dam Punch, Ainsworth, stainless steel	10	\$230.00	\$217.00	\$245.00
2.2	Excavator, #17, satin steel	5	\$30.00	\$28.00	\$29.00
2.3	Plugger, Amalgam, Hollenback #1, satin steel	5	<u>\$28.00</u>	<u>\$27.00</u>	<u>\$25.00</u>
Total aggregate price of Sample Items List B			\$288.00	\$272.00	\$299.00

3. Sample Items List C - Small Dental Equipment

Item	Description	Est Qty	Offer #1	Offer #2	Offer #3
3.1	Ultra Cleaner, Biosonic, 3.5 gallon tank, Coltène/Whaledent, Model UC300	5	\$1,840.00	\$1,750.00	\$1,955.00
3.2	Ultrasonic Instrument Basket, Biosonic, Large Volume, Fingerguard, Coltène/Whaledent, Model UC310	10	\$215.00	\$201.00	\$228.00
3.3	Handpiece, Midwest, Quiet-Air, In-sight, 730014	10	<u>\$1,090.00</u>	<u>\$1,022.00</u>	<u>\$1,160.00</u>

Total aggregate price of Sample Items List C \$3,145.00 \$2,973.00 \$3,343.00

Step 2 The total aggregate price of Sample Items List A, the total aggregate price of Sample Items List B and the total aggregate price of Sample Items List C will be added together to obtain a total combined aggregate price for each responsive Offer.

Total Combined Aggregate Pricing of Sample Items List, A, B and C

Description	Offer #1	Offer #2	Offer #3
Sample Items List A	\$ 44.80	\$ 46.90	\$ 45.00
Sample Items List B	\$ 288.00	\$ 272.00	\$ 299.00
Sample Items List C	<u>\$3,145.00</u>	<u>\$2,973.00</u>	<u>\$3,343.00</u>

Total combined aggregate price \$3,477.80 \$3,291.90 \$3,687.00

Step 3 Offer #2 is the lowest priced offer, therefore, Offer #2 will be awarded a standing offer. Offers #1 and #3 must be within 25% of Offer #2's combined aggregate price to be awarded a standing offer.

Example 1: 3 compliant offers, Offer # 2 = lowest priced offer

Offer #2 = \$3,291.90 x 25% = \$822.98

\$3,291.90 + \$822.98 = \$4,114.88

Offer #1 and Offer #3 are within 25% of the lowest offer's evaluated price as both offers are below \$4,114.88. Therefore, Offer #1 will be awarded 50% of the estimated value, Offer #2 will be awarded 30% of the estimated value and Offer #3 will be awarded 20% of the estimated value.

Offer #1	Offer #2	Offer #3
\$3,477.80	\$3,291.90	\$3,687.00

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ANNEX F

CONSENT TO A CRIMINAL RECORD VERIFICATION Form PWGSC-TPSGC 229

(SEE ATTACHED PDF AS ATT 1)