

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
800 Burrard Street, 2nd Floor  
800, rue Burrard, 2e étage  
Vancouver, BC V6Z 0B9  
Bid Fax: (604) 775-7526

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> RMSO - Imaging Consumables	
<b>Solicitation No. - N° de l'invitation</b> EZ107-120002/A	<b>Date</b> 2013-10-22
<b>Client Reference No. - N° de référence du client</b> EZ107-120002	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$VAN-582-7105	
<b>File No. - N° de dossier</b> VAN-2-35246 (582)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-12-03</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Standard Time PST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lee, Hilda	<b>Buyer Id - Id de l'acheteur</b> van582
<b>Telephone No. - N° de téléphone</b> (604) 666-1106 ( )	<b>FAX No. - N° de FAX</b> (604) 775-7526
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA various VANCOUVER British Columbia V6Z2V8 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Pacific  
Region  
800 Burrard Street, 12th Floor  
800, rue Burrard, 12e étage  
Vancouver, BC V6Z 0B9

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

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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            Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, Environmental Requirements, Evaluation and Basis of Selection, Federal Contractors Program for Employment Equity – Certification, Request for Volume Discount (RVD) And Special Processing Procedures, National Capital Region Boundary as defined by PWGSC and Joint Venture Offer Form.

The Attachment 1 includes the Product and Pricing Spreadsheet.

### 2. Summary

Canada has a requirement to establish Regional Master Standing Offer(s) for the supply of various Original Equipment Manufacturer (OEM); Compatible; and Remanufactured imaging consumables such as toner cartridges, maintenance kits, drums and fusers etc., for use by all Federal Government Departments and Agencies, on an "as and when requested" basis. An Offeror may offer either OEM, Compatible or Remanufactured imaging consumables, or any combination thereof. Resulting RMSOs will be valid for 12 months from the date of issuance (unless PWGSC determine in its sole discretion, to set aside this procurement vehicle), with Canada retaining the right to request up to two extensions of up to 12 months each.

There are two (2) separate solicitation documents published on GETS for this requirement; one (1) solicitation document EZ107-120002/A aimed at the general industry and one (1) under the aboriginal set-aside EZ107-120002/B. If Offerors are eligible and choose to make an offer on both requirements, they must submit separate proposals for each solicitation.

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During the Standing Offer Period, Offerors will have the opportunity to refresh their prices every two months, providing that refreshes offer equal or better value to Canada. Canada reserves the right to revise this time period if necessary.

Offerors are encouraged to submit any questions they have regarding the bidding or evaluation process or the resulting Standing Offer or Contract clauses to the Standing Offer Authority identified in the solicitation in the Article entitled "Enquiries - RFSO".

After any resulting Standing Offers have been issued, all offerors will be notified in writing regarding the outcome of this solicitation.

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), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement, the Canada-Panama Free Trade Agreement and the Agreement on Internal Trade (AIT).

### **3. Security Requirement**

The security classification of this Standing Offer is "UNCLASSIFIED". However, the Offeror must treat as confidential, during as well as after the provision of goods or services contracted for, any information of a character confidential to the affairs of Canada, to which the Offeror's servants or agents become privy. All personnel assigned to provide services must have a current security clearance to the level specified in any Call-up against this Standing Offer, granted by the Corporate and International Industrial Security Directorate.

Should it become necessary, during the course of the service, for the authorized Department to invoke further security measures, the Offeror, in accepting a Contract, must comply with the security classification established at that time.

### **4. 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 (<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 (2013-06-01) 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: one hundred and twenty (120) days

### 1.1 SACC Manual Clauses

These clauses are incorporated by reference:

SACC Reference	Section	Date
C3011T	Exchange Rate Fluctuation	2010-01-11
W0002D	Delivery Requirements Outside a CLCSA	2000-12-01

## 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.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

In the instance where modifications to the RFSO require a revised response, PWGSC will advise of the acceptable mode of transmission if different from the method indicated.

Offerors may submit an offer for one (1) or more of the following Region(s). The Regions (excluding Comprehensive Land Claims Settlement Areas) are defined as:

National Capital Region (NCR)

Ontario Region (excluding NCR)

Quebec Region (excluding NCR)

Atlantic Region (Newfoundland / Labrador, Nova Scotia, Prince Edward Island (PEI) and New Brunswick)

Western Region (Manitoba, Saskatchewan, Alberta)

Pacific Region (British Columbia)

## 3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than fifteen (15) 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 British Columbia.

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, two (2) hard copies and one (1) soft copy on CD or DVD or Flash Drive  
Section II: Financial Offer: two (2) hard copies and one (1) soft copy on CD or DVD or Flash Drive  
Section III: Certifications, one (1) hard copy

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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 (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

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

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

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

- (a) The Offeror must complete the Product and Pricing Spreadsheet (Attachment 1).

- (b) The Offeror must submit a company profile which demonstrates that they have the ability to perform the full scope of the work as described in the requirement. This company profile should include but not necessarily be limited to:

- Company History
- Ability to honour manufacturer's warranty on items offered;
- Delivery Method (fleet of vehicles or third party transport);
- Description of the company's inventory and warehousing infrastructure;
- Ability to Offer bilingual representatives (in designated regions);
- Description of their order management and tracking system;
- The nature of their participation in "Green" initiatives, if any; and
- Compliance to Annex A and Annex B.

## Section II: Financial Offer

Offerors must submit their financial offer in accordance with Attachment 1 – Product and Pricing Spreadsheet. The total amount of Applicable Taxes must be shown separately, if applicable.

### A) 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. Not all members of evaluation team will necessarily participate in all aspects or evaluations.

#### 1.1 Technical Evaluation

Offerors must meet all of the mandatory requirements as described within this RFSO.

## 1.2 Financial Evaluation

The Financial Evaluation is described in Annex C "Evaluation and Basis of Selection".

## 2. Basis of Selection

The Basis of Selection is described in Annex C "Evaluation and Basis of Selection".

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation 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, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

### 1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies as per section 01 of Standard Instructions 2006 for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

#### 1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.hrsdc.gc.ca/eng/labour/index.shtml)" list (<http://www.hrsdc.gc.ca/eng/labour/index.shtml>) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's website](#)

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

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

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal

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Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## **2. Additional 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 Canadian General Standards Board (CGSB) Certification and Qualification Program (FOR REMANUFACTURED IMAGING CONSUMABLES OFFEROR ONLY)**

Offerors must complete the benchmark testing on the requested four toner cartridges and provide the CGSB qualification number with their offer.

CGSB offers a qualification program for Remanufactured Toner Cartridges, based on the National Standard CAN/CGSB-53-148-2011. Manufacturers who wish to participate in the Listing Program may obtain a program Manual by contacting the person identified below.

In order to allow CGSB sufficient time to test and qualify the applicable re-manufactured toner cartridges, new applications for qualification for the RFSO will not be accepted, if submitted within fifteen (15) calendar days before RFSO closing date.

Andrew Haig  
Tel: (819) 956-0847  
Fax: (819) 956-3825  
Product Conformity Division  
Canadian General Standards Board  
Place du Portage, Phase III, 6B1  
11 Laurier Street  
Gatineau, Quebec K1A 0S5

### **2.2 ISO 9001 Certification - Quality Management Standards (FOR OEM AND COMPATIBLE IMAGING CONSUMABLES OFFERORS ONLY)**

For all imaging OEM and Compatible consumables offered, the Original Equipment Manufacturer(s), whether this is the Offeror or a third party, must be registered under ISO 9001 by an accredited registrar under the ISO 9001 Program for the manufacturing facility where each imaging consumable being offered is manufactured. The Offeror must identify the facility location by providing the complete address where each proposed imaging consumable is manufactured/assembled. The scope of the registration must also be specified and valid.

### **2.3 ISO 14001 Certification - Environmental Management Standards (FOR OEM AND COMPATIBLE IMAGING CONSUMABLES OFFEROR ONLY)**

For all OEM and Compatible imaging consumables offered, the Original Equipment Manufacturer(s), whether this is the Offeror or a third party, must be registered under the ISO 14001 Program by an accredited registrar under the ISO 14001 Program for the manufacturing facility where each

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consumables being offered is manufactured. The Offeror must identify the facility location by providing the complete address where each proposed consumable is manufactured/assembled. The scope of the registration must also be specified.

## **2.4 Price Protection - Most Favoured Customer**

- (a). Items (b) to (h) apply to non-evaluated and non-NMSO products only.
- (b). To the best of the Offeror's knowledge, the prices it is charging to Canada under any resulting Call-up are not higher than the lowest prices/rates that it has charged any other customer (including other Government of Canada entities) for a similar quality and quantity of goods and services in the year before the Call-up was awarded.
- (c). The Offeror also agrees that, if after the date of any resulting Call-up(s) it reduces the prices it charges to other customers for a similar quality and quantity of goods and services, it will reduce the prices for all remaining deliveries under any existing Call-up(s) with notice to the Standing Offer Authority).
- (d). At any time during the 6 years after making the final payment under any resulting Call-up or until all claims and disputes then outstanding are settled, whichever is later, Canada has the right to audit the Offeror's records to verify that it is receiving (or has received) these prices. Canada will give at least 2 weeks of notice before the audit.
- (e). During this audit, the Offeror must produce invoices and contracts for similar quality or quantity of goods or services sold to other customers from one year before the Call-up was awarded until the end of the RMSO Period. If the Offeror is required by law or by contract to keep another customer's information confidential, the Offeror may black out any information on the invoices or contracts that could reasonably reveal the identity of the customer (such as the customer's name and address), as long as the Offeror provides, together with the invoices and contracts, a certification from its Senior Financial Officer describing the profile of the customer (e.g. whether it is a public sector or private sector customer and the customer's size and service locations).
- (f). In determining whether the goods and services sold to another customer were of similar quality, the terms and conditions of the contract under which those goods and services were delivered will be considered, if those terms and conditions are reasonably likely to have had a material effect on pricing.
- (g). If Canada's audit reveals that the Offeror charged lower prices for a similar quality and quantity of goods and services under any contract where deliveries were made in the year before the Call-up was awarded, or that the Offeror delivered additional goods or services under the Contract after reducing its prices for other customers but without reducing the prices under resulting Call-up(s), then the Offeror must pay to Canada the difference between the amount charged to Canada and the amount charged to the other customer, up to a maximum of 25% of the value of the Call-up.
- (h). Canada acknowledges that this commitment does not extend to prices charged by any affiliates of the Offeror.

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **1. Security Requirement**

The Resulting Contract Clauses contain and Article entitled "Security Requirement". The Standing Offer Authority or Identified User making a Call-up may, in its discretion, may substitute an alternative Security Requirement. In such instances, the Call-up will only be issued to an Offeror who, at the time of the Call-up, satisfies the Security Requirement specified by the Identified User.

There are no Security Requirements required with the Offer or in order to be awarded a resulting Standing Offer.

## **2. Financial Capability**

SACC Manual clause M9033T (2011-05-16) Financial Capability

## **3. Insurance Requirements**

The Resulting Contract Clauses contain and Article entitled "Insurance". The Standing Offer Authority or Identified User making a Call-up may, in its discretion, may substitute an alternative Insurance Requirement. In such instances, the Call-up will only be issued to an Offeror who, at the time of the Call-up, satisfies the Insurance Requirement specified by the Identified User.

Proof of Insurance is not required with the Offer or in order to be awarded a resulting Standing Offer.

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **1. Offer**

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

#### **2. Security Requirement**

The security classification of this Standing Offer is "UNCLASSIFIED". However, the Offeror must treat as confidential, during as well as after the provision of goods or services contracted for, any information of a character confidential to the affairs of Canada, to which the Offeror's servants or agents become privy.

The Resulting Contract Clauses contain and Article entitled "Security Requirement". The Standing Offer Authority or Identified User making a Call-up may, in its discretion, may substitute an alternative Security Requirement. In such instances, the Call-up will only be issued to an Offeror who, at the time of the Call-up, satisfies the Security Requirement specified by the Identified User.

#### **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>) issued by Public Works and Government Services Canada.

##### **3.1 General Conditions**

2005 (2012-11-19) *General Conditions - Standing Offers - Goods or Services*, apply to and form part of the Standing Offer.

### 3.2 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 also include all purchases paid for by a Government of Canada Acquisition Card.

Quarterly reporting periods are defined as follows:

1<sup>st</sup> quarter: July 1<sup>st</sup> to September 30<sup>th</sup>

2<sup>nd</sup> quarter: October 1<sup>st</sup> to December 31<sup>st</sup>

3<sup>rd</sup> quarter: January 1<sup>st</sup> to March 31<sup>st</sup>

4<sup>th</sup> quarter: April 1<sup>st</sup> to June 30<sup>th</sup>

Electronic reports must be completed and forwarded to the Standing Offer Authority no later than 30 calendar days after the end of the quarterly period. An electronic version of the form in Excel and/or Lotus spreadsheet format will be provided to the Offeror electronically by the Standing Offer Authority.

All data fields of the report must be completed as requested. If some data is not available, the reason must be indicated in the report. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

In the event reporting is not submitted by the deadline indicated, the Standing Offer Authority will notify the Offeror of any non-compliance. The Standing Offer Authority may, at its sole discretion, set aside the Standing Offer until such time as the Offeror's reporting is up to date.

## 4. Term of Standing Offer

### 4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is for a period from \_\_\_\_\_ until \_\_\_\_\_ *(One-year period to be inserted at award of standing offer).*

### 4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror accepts to extend its offer for two additional one (1) year periods, under the same conditions and at the rates or prices 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 twenty (20) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 5. Authorities

### 5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Hilda Lee

Title: Supply Specialist

Public Works and Government Services Canada

**Acquisitions Branch**

Directorate: Imaging Product Management Group  
 Address: Suite 219 - 800 Burrard Street, Vancouver BC V6Z 0B9  
 Telephone: 604-666-1106  
 Facsimile: 604-775-7526  
 E-mail address: hilda.lee@pwgsc-tpsgc.gc.ca

The Standing Offer Authority for this Standing Offer is the contracting officer named on page one of this Standing Offer. The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. The Standing Offer Authority is also the Contracting Authority for all Call-ups issued by the Standing Offer Authority under this Standing Offer. The Offeror acknowledges that the Standing Offer Authority is entitled to exercise any and all audit and verification rights described in this Standing Offer, including the Resulting Contract Clauses, in respect of any Call-ups made under this Standing Offer and to request any information concerning Call-ups that the Standing Offer Authority considers necessary.

**5.2 Project Authority**

The Project Authority for the Standing Offer is:

*(To be determined)*

The Project Authority is identified in the call-up against the Standing Offer.

The Project Authority or its delegate(s) 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.

**5.3 Identified Users**

Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11s(as amended from time to time) or any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the *Department of Public Works and Government Services Act*.

**5.3.1 No Contracting Outside Authorities**

The Offeror agrees not to accept Call-ups to perform work in excess of or outside the scope of this Standing Offer without specific written authorization from the Standing Offer Authority. The Offeror acknowledges that the Identified Users are without authority to vary or amend the terms or the scope of this Standing Offer.

**5.4 Offeror's Representatives**

*(To be inserted at Standing Offer award)*

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

Title: \_\_\_\_\_

Company's full legal name: \_\_\_\_\_  
Address: \_\_\_\_\_

Offeror's Procurement Business Number (PBN): \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

**6. Call-up Procedures**

**6.1 Information for Offerors**

- (a) **Multiple Standing Offers:** The Offeror acknowledges that multiple Standing Offers have been issued for this requirement. Call-ups will be allocated among the Offerors in accordance with the process described in section 6.4 Limitation of Call-ups.
- (b) **Only Authorized Call-ups 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 out-lined in section 6.4 Limitation of Call-ups. 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.
- (c) **Call-ups for consumables only to be accepted by Active Offerors:** The Offeror agrees to accept Call-ups from Identified Users for consumables only during periods in which it has been identified by the Standing Offer Authority as an "Active" Offeror, unless authorized by the Standing Offer Authority.

**6.2 Information for Identified Users**

- (a) **Division of Requirements:** Multiple Call-ups must not be issued in order to circumvent competition.
- (b) **Call-ups to be directed to Offerors:** Call-ups must be addressed only to the Offeror. Call-ups must not be addressed to a third party that is not the RMSO Offeror.
- (c) **Electronic Copies of the Financial Details for Call-ups:** Identified Users must maintain for their files for the entire standing offer period, a copy of the Financial Details, on the date of their Call-up, for imaging consumables from the RMSO.
- (d) Identified Users must document their procurement action based on contracting policies and procedures set in place by Treasury Board.
- (e) No costs incurred before the receipt of a signed Call-up or equivalent document can be charged to this Standing Offer.
- (f) Any modifications to the original call-up must be supported by the issuance of a subsequent form in accordance with the Standing Offer terms and conditions in effect at the time of call-up.

(g) Identified Users must maintain the packaging delivered with the imaging consumables and reuse the packaging on any empty, depleted, or defective consumables for the return, whether pick-up or mail back of the imaging consumables to the Offeror.

(h) **Call-ups for the purchase of all imaging consumables must include:**

1. Imaging Hardware's manufacturer, and model name/number, Imaging Consumables OEM part number or Offeror's part number for Remanufactured and Compatible consumables.
2. The RMSO purchase price for consumables.
3. The delivery address of consumables.
4. The name and contact information for the Identified User.

### 6.3 Call-up Instrument

The Work must be authorized or confirmed by the Identified User(s) using form **PWGSC-TPSGC 942, "Call-up Against a Standing Offer"** or an alternate PWGSC issued Call-up or Contract document of any form.

### 6.4 Limitation of Call-ups

#### 6.4.1 Call-ups for OEM and Compatible consumables:

- (a) **\$100.00 to \$2,500.00:** the Identified User may place the Call-up with the Active Offeror whose imaging consumables meet the business needs of the Identified User;
- (b) **From \$2,500.00 to \$25,000.00:** the Identified User may place the Call-up with the Active Offeror whose consumables, have the lowest price or highest ranking;

**Lowest price means Offeror with the lowest unit cost(s) for the required consumables(s).**

**Highest ranking means the Offeror with the lowest aggregate average Cost Per Page (CPP) across all consumables types for all evaluated items for which they have provided pricing on Attachment 1 - Product and Pricing Spreadsheet for that Region.**

- (c) **Above \$25,000.00:** Requirements above \$25,000.00, will be processed in accordance with the Special Processing Procedures detailed in the Annex entitled "Request for Volume Discount (RVD) and Special Processing Procedures".

**Note:** There is an overall minimum Call-up Value of \$100.00 in order to use this Standing Offer.

#### 6.4.2 Call-ups for Remanufactured consumables:

- (a) **\$100.00 to \$2,500.00:** the Identified User may place the Call-up with the Offeror whose consumables meet the business needs of the Identified User;
- (b) **From \$2,500.00 to \$25,000.00:** the Identified User may place the Call-up with the Offeror whose imaging consumables have the lowest price meeting the print and product quality requirements for the Identified User.

- (c) **Above \$25,000.00:** Requirements above \$25,000.00, will be processed in accordance with the Special Processing Procedures detailed in the Annex entitled "Request for Volume Discount (RVD) and Special Processing Procedures".

**Note:** There is an overall minimum Call-up Value of \$100.00 in order to use this Standing Offer.

**6.5 Exceptions to the Call-up Limitations:** Where the Standing Offer Authority agrees that an Identified User's requirement cannot be met by an Offeror because that Offeror:

- (a) cannot supply all the imaging consumables required by the Identified User within the delivery time frames specified in the Resulting Contract clauses; and
- (b) has already defaulted on a Call-up issued by the Identified User for the required imaging consumables.
- (c) products have shown themselves incapable of meeting the print and product quality requirements for that specific Identified User.

then the Standing Offer Authority may place a Call-up (or the Identified User requests and receives written permission from the Standing Offer Authority to place a Call-up) with the next lowest price or highest ranking Offeror for OEM & Compatible consumables and the next lowest price for Remanufactured consumables that can satisfy the requirements or the Standing Offer Authority may use other sourcing methods to procure the consumables.

## 6.6 Non-standing offer items

Non-standing offer items must be approved, in writing, by the Standing Offer Authority before being included in any call-up against this RMSO. All non-standing offer items must be provided at a price in accordance with the Offeror's current published price list less any applicable government discounts. Canada reserves the right to approve or reject any non-standing offer item at any time.

## 7. 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 (2012-11-19) General Conditions - Standing Offers - Goods or Services
- (d) 2030 (2013-06-27) General Conditions – Higher Complexity – Goods;
- (e) Annex A, Requirement;
- (f) Annex B, Summary of Environmental Requirements;
- (g) Annex C, Evaluation and Basis of Selection;
- (h) Annex D, Federal Contractors Program for Employment Equity - Certification;
- (i) Annex E, Request for Volume Discount (RVD) And Special Processing Procedures;
- (j) Annex F, National Capital Region as Defined by PWGSC;
- (k) Annex G – Joint Venture Offer Form;
- (l) Attachment 1 – Product and Pricing Spreadsheet; and
- (m) the Offeror's offer \_\_\_\_\_ "as clarified on \_\_\_\_\_".

## 8. Certifications

## 8.1 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.

## 9. 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

## 10. Price Revision

PWGSC will allow all Offerors (both Inactive and Active) in each region to reduce their pricing, voluntarily every two months. During the Standing Offer period, additional consumables will be added to the list to reflect Hardware which have been added to the imaging Hardware standing offers. Offerors need to maintain an offering of 70% (round down to the nearest number) of the OEM imaging consumables, 50% (round down to the nearest number) of the Compatible imaging consumables and 20% (round down to the nearest number) of the Remanufactured imaging consumables on the list throughout the period of the standing offer.

Written notification of requested changes must be received by the Contracting Authority a minimum of five (5) working days prior to the last day of the month and the unit price and average cost per page calculation will be adjusted accordingly.

During the Standing Offer Period, PWGSC reserves the right to specify an alternative downward price revision process at their sole discretion. Offerors will be given sufficient notification of any changes to the downward price revision process.

## 11. Identification of Active Offerors (FOR OEM AND COMPATIBLE IMAGING CONSUMABLES OFFERORS ONLY)

The downward price revision process will allow PWGSC to identify, for the next two-month period, the OEM and Compatible Imaging Consumables Offerors, for each region, having imaging consumables with an average cost per page (CPP) calculation falling within 20% of the lowest average cost per page Offeror in that region. These Offerors are referred to as the "Active" Offerors, as only their consumables will be available to Identified Users for Call-ups during the two-month period. For this two-month period, the new Active Offerors and their prices will be posted on the first business day in British Columbia (B.C.) of the two-month period following receipt of the price revision request. PWGSC reserves the right to specify an alternative date at their sole discretion.

## 12. Withdrawal or Suspension of Authority to use Standing Offer

- (a) Canada may, at any time, for operational reasons, withdraw authority from Identified Users to use this Standing Offer.
- (b) Canada, may also, at any time, withdraw authority from Identified Users to use this Standing Offer if the Offeror breaches the terms of this Standing Offer or any Call-up.
- (c) Situations that may result in the withdrawal of authority to use this Standing Offer for cause include:

- 
- i. Delivery of imaging consumables not listed in this Standing Offer. Authorized products are those that have been specifically approved in writing by the Standing Offer Authority for inclusion in this Standing Offer.
  - ii. Delivery of imaging consumables that provide a lower level of performance than or otherwise do not meet the Identified User's print or product quality requirements and make consistent with Exceptions above.
  - iii. Late deliveries.
  - iv. Unauthorized substitution of consumables without prior written authorization from the Standing Offer Authority.
  - v. Price revision without prior written authorization from the Standing Offer Authority;
  - vi. Distribution or publication of advertising, including information included in supplier web sites without the prior approval of the Standing Offer Authority and/or which might be interpreted as suggesting that unauthorized items are available under the Standing Offer or providing any information that conflicts with any aspect of the terms and conditions, pricing, or availability of consumables currently available under this Standing Offer .
  - vii. Failure to submit complete and accurate Activity Reports within the required time frames.
  - viii. Breach of any of the specific terms and conditions detailed in the Standing Offer (e.g., failure to respect the call-up limitations).
  - ix. Refusing a Call-up at any time or for any reason other than for delivery to CLCA areas from any Identified User where the Call-up is for currently listed and approved imaging consumables under this Standing Offer.
- (d) The Offeror acknowledges that Canada may suspend the authority of Identified Users to use the Offeror's Standing Offer for a period of up to three (3) months upon the first suspension.
  - (e) The Offeror acknowledges that Canada may suspend the authority of Identified Users to use the Offeror's Standing Offer for the remainder of Standing Offer Period upon any subsequent breach of any of the terms and conditions of the Standing Offer or a Call-up.
  - (f) The Offeror acknowledges that Canada may publish information regarding the status of the Offeror's Offer, including the suspension or withdrawal of authority to use the Offeror's Standing Offer.
  - (g) If Canada intends to set aside the authority to use this Standing Offer for cause, the Contracting Authority will inform the Offeror in writing and provide the Offeror ten (10) calendar days within which to make representations, before making a final decision on setting aside the authority to use the Standing Offer.

### **13. Termination of Individual Contracts made under this Standing Offer**

If an individual contract made under this Standing Offer is terminated, for default or otherwise, that termination will not automatically result in withdrawal of authority to use this Standing Offer. The Offeror acknowledges, however, that a default under any contract made under this Standing Offer may result in the suspension of withdrawal of authority to use this Standing Offer.

### **14. Reporting of Defective Cartridges**

Identified Users are encouraged to contact the Standing Offer Authority named at Part 7, Section A. 5.1 in cases where they have purchased imaging consumables that spill into the printers, cause streaking, or do not meet the minimum yield requirements. Complaints for Remanufactured imaging consumables will be forwarded to the CGSB for further investigation.

Standing offer holders that receive three (3) or more substantiated complaints about the quality of their offered products may have their standing offers set aside by the Standing Offer Authority until such time

as they have demonstrated to the satisfaction of the Standing Offer Authority that they have remedied the cause of the reported complaints

## 15. Marketing Communication

Offerors, in support of their business, may send marketing communication to Identified Users from time to time. Marketing communication directed to Identified Users, regardless of format, must at a minimum include and clearly identify the following information:

- (a) the Standing Offer Number
- (b) the Standing Offer Title
- (c) the applicable Region
- (d) the Standing Offer expiry date
- (e) publication date; and
- (f) effective period.

Marketing communication making reference to the Standing Offer must be restricted to the goods included in the Standing Offer referred to.

To ensure that the Standing Offer authority is aware of current marketing initiatives, Offerors must, forward an electronic copy to the Standing Offer Authority three (3) business days prior to the release of any marketing communication, regardless of format.

## 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

- 1.1 The Offeror agrees to supply and deliver to the Identified User the goods and services described in the Call-up against the Standing Offer in accordance with, and at the prices set out in, the Standing Offer.

### 2. Standard Clauses and Conditions

#### 2.1 General Conditions

2030 (2013-06-27) *General Conditions - Goods (Higher Complexity)* apply to and form part of the Contract.

Section 19 Interest on Overdue Accounts, of 2030 (2013-04-25) General Conditions – High Complexity – Goods will not apply to payments made by credit cards.

### 3. Term of Contract

#### 3.1 Delivery Date

**Delivery Date:** Unless otherwise specified in the Call-up or the Identified User has agreed in writing to other arrangements, delivery of imaging consumables must be made within the following period (the "Delivery Date"):

- (i) For all stocked items\*delivery must be made within three (3) calendar days from receipt of a call-up against the Standing Offer.
- (ii) For all non-stocked items\*\*, delivery must be made within five (5) calendar days from receipt of a call-up against the Standing Offer.

\*Stocked items are items keep in hand for sale to Identified User and available for delivery.

\*Non-stocked items are items currently unavailable in the Offeror's inventory

#### 4. Payment

##### 4.1 Basis of Payment

(a) The Contractor will be paid firm unit price in accordance with the Offeror's approved Product and Pricing Spreadsheet (Attachment 1) in Canadian funds, DDP (Delivered Duty Paid) destination, transportation charges, duty and excise taxes included, GST/HST extra (if applicable) for the period of the Standing Offer.

(b) **GST/HST:** The Goods and Services Tax (GST) and the Harmonized Sales Tax (HST) are extra. GST/HST, to the extent applicable, must be incorporated into all invoices and progress claims and will be paid by Canada. GST/HST must be shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST/HST does not apply must be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any GST/HST paid or due.

(c) **Provincial Sales Tax:** The prices do not include provincial sales tax. If a provincial sales tax license number or a signed Certificate of Exemption is not provided in a Call-up, the provincial sales tax, if applicable, may be added to the invoice by the Contractor as a separate item and will be paid by Canada (unless Canada provides the provincial sales tax license number or a signed Certificate of Exemption with its payment).

(d) **Credit Card Payment:** The Offeror will not add any surcharge for payment by credit card.

##### 4.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

##### 4.3 Multiple Payment

SACC Manual clause H1001C 2008-05-12 Multiple Payment

##### 4.4 Payment by Credit Card

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

#### 5. Invoicing Instructions

The Offeror 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.

By submitting invoices, the Offeror is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract.

If an Identified User requests, the Offeror must submit consolidated invoices that cover all call-ups that have been delivered/completed for that Identified User during the month prior to the date of the invoice. Otherwise, the Offeror must invoice separately for each call-up delivered/completed.

Any request from an Identified User for consolidated invoicing must be in writing and must be signed by an authorized representative of the Identified User.

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All invoices must contain at a minimum:

- (a) Hardware's manufacturer and model.
- (b) OEM part number and Offeror's part number.
- (c) detailed description of goods.
- (d) delivery address.
- (e) total billing for the invoice period

## **6. Insurance**

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

## **7. Discounts for Late Deliveries & Reimbursement of Reprocurement Costs**

If the Offeror fails to deliver any products by the Delivery Date and Canada does not terminate the Call-up for default and instead provides the Offeror with additional time to make delivery, the Offeror agrees to reduce the price of the products by 5% of the total value of the Call-up.

If the Offeror is late in delivering only part of the products ordered on a Call-up, and Canada does not terminate the Call-up for default and instead provides the Offeror with additional time to make balance of the delivery, the Offeror agrees to reduce the price of the products delivered late by 15%, up to a maximum of 5% of the total value of the Call-up.

These discounts constitute liquidated damages and the Parties agree that these amounts are their best pre-estimate of the loss to Canada in the event of the defaults described, and that they are not a penalty.

If the call-up is terminated by Canada for default, the Offeror must reimburse Canada for any difference in cost between the price of the products and the cost of procuring the products from another Offeror.

## **8. Discretionary Audit - Commercial Goods and/or Services**

The Offeror's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Offeror's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Offeror, the Offeror must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Offeror pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Offeror agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the Audit.

## ANNEX A

### Requirement

#### A.1 Requirement

This Regional Master Standing Offers (RMSO) is for the supply and delivery of OEM, and/or Compatible, and/or Remanufactured imaging consumables for imaging hardware (including but not limited to printers, multi-function devices, copiers, scanners or facsimile machines) including monochrome and colour toners, as well as related consumable components, such as maintenance kits, drum kits, fusers, etc.

NAME OF STANDING OFFER HOLDER (To be inserted at Standing Offer award)  
HAS BEEN QUALIFIED FOR ISSUANCE OF A STANDING OFFER FOR:

Category	National Capital Region (NCR)	Atlantic Region	Ontario Region	Pacific Region	Quebec Region	Western Region	All Regions
OEM Imaging Consumables							
Compatible Imaging Consumables							
Remanufactured Consumables							

For a list of the Imaging Consumables available for Call-up against this RMSO please see Attachment 1, Product and Pricing Spreadsheet.

#### A.2 Imaging Consumable Categories

For the purposes of this Standing Offer, Imaging Consumable categories will have the following definitions:

**OEM CONSUMABLES** - are consumables manufactured by Original Equipment Manufacturer of the imaging Hardware in which they are used.

**COMPATIBLE CONSUMABLES** - are consumables manufactured by a third party that is not affiliated with the Original Equipment Manufacturer of the Imaging Hardware in which they are used. These consumables are designed to precisely fit in each specific Imaging Hardware device but may have slight differences to the OEM Consumables.

**REMANUFACTURED CONSUMABLES** – are consumables wherein components are disassembled from the used OEM toner cartridges and reusable parts are re-assembled into functioning toner cartridges. New components are only introduced where necessary or where expressly required by the applicable CGSB standard.

Remanufactured products may only be used providing they come from suppliers who are current program participants on the CGSB Qualification Program for Remanufactured Toner Cartridges and have had their products qualified based on the performance requirements specified in the CGSB

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CAN/CGSB-53.148-2011 national standard. Suppliers must be in good standing with the CGSB and have qualified all of the four products that the CGSB offers for qualification.

### **A.3 Imaging Consumables Types**

For the purposes of this Standing Offer, Imaging Consumable types will be established as follows:

**MONOCHROME CONSUMABLES** – are black toner cartridges.

**COLOUR CONSUMABLES** – are toner cartridges of any colour, other than black.

**OTHER CONSUMABLES** – are all other consumables (example: maintenance kits, drum kits, fusers, etc.)

### **A.4 Mandatory General Imaging Consumable Requirements**

All Imaging Consumables, under all Categories and Types must meet or exceed the following Mandatory General Requirements:

(a) All Consumables must be fully operational in a normal office environment at normal room temperature, and be capable of meeting the yield volume requirements listed at Attachment 1, Product and Pricing Spreadsheet.

### **A.5 Category Specific Technical Requirements**

In addition to the Mandatory General Imaging Consumable Technical Requirements described in A4, Imaging Consumables must meet the Category-specific Technical Requirements as described in this RFSO. Compatible and Remanufactured consumables must have quality standard higher or equal to the quality of OEM.

All Remanufactured Imaging Consumables must meet or exceed the following Technical Requirements:

(a) All Remanufactured Imaging Consumables whose casings have been subjected to laser cutting as part of the remanufactured process are explicitly excluded. Laser-cutting, due to its inherent reduction in the structural integrity of the casings, will tend to reduce the number of times that the casing can be further re-used for the production of Remanufactured toner cartridges, and may lead to increased incidence of toner leakage and subsequent damage to government equipment.

(b) The Offeror must have completed benchmark testing and obtained their qualification number under CGSB Standard CAN/CGSC-53.148-2011 for the following cartridges:

- HP CC364X
- HP Q5945A
- Lexmark T650H21A
- Lexmark 64035HA

### **A6. Offered service**

Offeror must be able to receive orders by telephone (including a toll-free number), facsimile, e-mail or through Offeror's website url and must at minimum be open for business Monday to Friday, from 8:30 AM to 5:00 PM, local time Monday through Friday for each region (excluding Statutory Holidays). This number must be accessible to any Identified user, anywhere in Canada and must be staffed by qualified full-time, dedicated staff who are knowledgeable about imaging consumables. For bilingual designated

Solicitation No. - N° de l'invitation

EZ107-120002/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

van582

Client Ref. No. - N° de réf. du client

EZ107-120002

File No. - N° du dossier

VAN-2-35246

CCC No./N° CCC - FMS No/ N° VME

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provinces, Offerors must have a bilingual customer service representative. The NCR, Québec, New Brunswick and Ontario regions are so prescribed under the *Official Language Act* and are therefore designated as bilingual regions for language or work purposes.

The Offeror's Toll-Free Hotline phone number is: **(to be completed at Standing Offer Issuance)**

The Offeror's web site url is: **(to be completed at Standing Offer Issuance)**

## ANNEX B

### Environmental Requirements

#### B.1 SUMMARY OF ENVIRONMENTAL REQUIREMENTS INCLUDED IN THIS RMSO

The following is a summary of the mandatory environmental certifications and programs required by Offerors or consumables offered under the RMSO:

(a) **In support of the Canadian Federal Government's Sustainable Development Strategy** which includes policies on Green Procurement, imaging consumables manufacturers must commit to comprehensive internal environmental policies and processes relating to:

- The reduction or elimination of environmentally hazardous materials
- Design for reuse and recycling
- Energy efficiency
- End of Life Management for reuse and recycling
- Environmental stewardship in the manufacturing process

(b) **Consumables Container Recycling Program:** The Offeror must currently promote recycling through an established and ongoing consumables container recycling program as per the following:

For all locations in Canada covered by this RMSO where consumables containers cannot be recycled through local "blue-box" recycling programs, the Offeror must provide its own consumables recycling program by either:

- i. providing prepaid, postage-return packaging with the consumable when it is originally delivered, or available for download from the manufacturer's web site; OR
- ii. picking up used consumables containers at no charge within 10 business days of notification from the identified user.

The Offeror must recycle or dispose of all consumables taken back in an environmentally sensitive manner. At a minimum, the recycling of consumables should involve material recovery and metals recovery processes. Facilities used to process end of life consumables must meet all applicable health, safety, environment, transport and export regulations. Facilities must possess all required permits and appropriate insurance.

Acceptable processes include manual dismantling and sorting into major material categories (non-hazardous materials, electronic scrap materials, and hazardous materials) and mechanical processing for dismantling and/or material separation, with provision of dust collection and operator risk assessments and protection.

Major Material categories are defined as follows:

- 1) Non-Hazardous Materials include ferrous metal, non-ferrous metal, other metals (brass, bronze, metal fines), plastics, wood, and glass (non-leaded).
- 2) Electronic Scrap Materials include cables and wires, printed circuit boards (high, medium and low grade), components, including hard drives, chips and other electronic components.
- 3) Hazardous Materials include cathode ray tubes (CRT), CRT frit, leaded plasma display glass and other leaded glass, rechargeable batteries, non-rechargeable batteries, including alkaline,

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lead acid, and coin cell batteries on circuit boards, mercury bearing lamps and switches, components containing polychlorinated biphenyls, Ink and toner cartridges.

Electronic scrap materials and hazardous materials:

- may not be landfilled, exported to non-OECD or non-EU member countries, or processed with the use of prison labour.
- exporting of these materials must be done in compliance to the Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulation (EIHWHMR).

In the event that it is determined by Canada that an Offeror is refusing to take back product or not recycling that product in accordance with the minimum requirements of the standing offer, Canada will arrange to have the subject material recovered and disposed off appropriately at the cost of the Offeror. In addition, the Offeror will have their standing offer deauthorized and will be excluded from holding a similar standing offer with Canada for a minimum of one year from the date of determination.

**(c) Packaging Recycling:** The Offeror must currently promote recycling through an established and ongoing packaging recycling program as per the following:

- i. All materials in which the consumables are packaged and shipped must be recyclable.
- ii. The Offeror must take back all packaging which cannot be recycled at the Identified User's site at the time of empty consumable cartridge return.
- iii. The Contractor must reuse, recycle or dispose of all packaging materials removed from empty consumable cartridges returned under any Call-up in an environmentally sensitive manner.

**(d) ISO 14001 Certification (FOR OEM AND COMPATIBLE IMAGING CONSUMABLES OFFERORS ONLY):** The Consumable's Original Equipment Manufacturer must be registered under ISO 14001 from a nationally accredited registrar under the ISO 14001 Program for the manufacturing facility where all consumables offered are manufactured.

## ANNEX C

### Evaluation And Basis of Selection

#### C.1 Technical Evaluation

**Evaluation of Compliance to Mandatory Requirements:** Each Offer will be reviewed for compliance with the mandatory requirements of the solicitation. All elements of the solicitation that are mandatory requirements are identified specifically with the words “must” or “mandatory”. Offers that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

**Mandatory Criteria:**

- M1** The Offeror must demonstrate that they met all requirements as described within this RFSO.
- M2** The Offeror must complete the attached excel spreadsheet for Financial Proposal (Attachment 1)
- M3** All Compatible and Remanufactured imaging consumables must meet or exceed the OEM yield.
- M4** All consumables must meet the mandatory technical requirements described in Annex A.
- M5** All Offers must meet the environmental requirements described in Annex B.

**Additional Mandatory Criteria for Remanufactured consumables:**

- M1** The Offeror must obtain their qualification number under CGSB Standard CAN/CGSC-53.148-2011 (Offeror must enter their Qualification Number) for the following class 2 cartridges with their bid.

**HP CC364X**

Qualification Number: \_\_\_\_\_

**HP Q5945A**

Qualification Number: \_\_\_\_\_

**Lexmark T650H21A**

Qualification Number: \_\_\_\_\_

**Lexmark 64035HA**

Qualification Number: \_\_\_\_\_

**M2 Exclusion of Cartridges Processed by Laser Cutting**

Laser-cutting, due to its inherent reduction in the structural integrity of the casings, will tend to reduce the number of times that the casing can be further re-used for the production of remanufactured toner cartridges, and may lead to increased incidence of toner leakage and subsequent damage to government equipment. Cartridges whose casings have been subjected to laser cutting as part of the remanufactured process are explicitly excluded from this requirement and from any resulting Contract.

#### B2. Financial Evaluation

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Offerors must provide a firm unit price, for each of the proposed consumables, for the entire period of the standing offer in Canadian dollars, Goods and Services (GST) or Harmonized Sales Tax (HST) excluded, all items offered.

The pricing for OEM, Compatible and Remanufactured imaging consumables will be evaluated independently.

**General Financial Offer Template**

Attachment 1, Product and Pricing Spreadsheet is included in a separate attachment in Excel format. Offerors are to fill in the blank columns as instructed and are to make no other modifications to the format when submitting their Offerors. Submission of modified tables in the Offer may render an Offer non-responsive.

The Financial Offer Template sheets are labelled as: All Regions, Atlantic Region, NCR Region, Ontario Region, Pacific Region, Quebec Region and Western Region.

If quoting on more than one region, but not on all regions, the Offeror must submit a separate spreadsheet for each region being quoted.

If quoting on all six (6) regions, and the Financial Offer Template is not the same in all regions, the Offeror must submit a separate spreadsheet for each region being quoted.

If quoting on all regions and the price is the same in all regions, use the "All Regions" tab for the Financial Offer Template.

Indicate which Region(s) you are submitting and Offer for:

<b>Region for with "X"</b>	<b>Indicate Region(s) Offer is being submitted</b>			
	OEM	Compatible	Remanufactured	All
National Capital Region (NCR)	_____	_____	_____	_____
Atlantic Region	_____	_____	_____	_____
Ontario Region	_____	_____	_____	_____
Pacific Region	_____	_____	_____	_____
Quebec Region	_____	_____	_____	_____
Western Region	_____	_____	_____	_____
All Regions	_____	_____	_____	_____

The list of consumables in Attachment 1 is divided into three types of consumables (monochrome, colour and others).

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**For OEM consumables Offers:**

Offerors must provide prices (Column M) for a minimum of 10% (round down to the nearest number) of the listing of consumables of each type. Offerors are required to provide prices on at least 70% of the total list of consumables.

**Offerors must identify the 70% (round down to the nearest number) that are to be considered in their financial evaluation (Column N)** and optionally provide pricing for the other 30% (round down to the nearest number).

**For Compatible imaging consumables Offers:**

Offerors must provide prices (Column R) for a minimum of 5% (round down to the nearest number) of the listing for consumables of each type. Offerors are required to provide prices on at least 50% (round down to the nearest number) of the total list of consumables.

**Offerors must identify the 50% (round down to the nearest number) that are to be considered in their financial evaluation (Column Q)** and optionally provide pricing for the remaining 50% (round down to the nearest number).

**For Remanufactured imaging consumables Offers:**

Offerors must provide prices (Column U) for a minimum of 20% (round down to the nearest number) of the consumables on the list in Attachment 1. Also, Offerors must have a CGSB qualification for Remanufactured toner.

**2. BASIS OF SELECTION**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. Responsive offer(s) will then be evaluated by category and region. Offers will be evaluated and issued on a regional basis by category. In the event that an Offeror is successful in more than one category or region, PWGSC will combine the applicable regions & category and issue one Standing Offer document covering the applicable regions. The Standing Offer document will clearly indicate the regions and individual Financial Offer Template (if applicable).

**For OEM imaging consumables:**

Offeror's average Cost Per Page (CPP) for each type of consumable will be added together (average Cost Per Page monochrome + average Cost Per Page colour + average Cost Per Page others). Offeror's yield must meet or exceed OEM yield.

Standing Offers will be issued to Offeror's whose total average Cost Per Page from each type (monochrome, colour or others) falls within 50% (round down to the nearest number) of the lowest total average Cost Per Page Offeror submitted for that region.

**For Compatible imaging consumables:**

Offeror's average Cost Per Page (CPP) for each type of consumable will be added together (average Cost Per Page monochrome + average Cost Per Page colour + average Cost Per Page others). Offeror's yield must meet or exceed OEM yield.

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Standing Offers will be issued to Offeror's whose total average Cost Per Page from each type (monochrome, colour or others) falls within 50% (round down to the nearest number) of the lowest total average Cost Per Page Offeror submitted for that region.

**For Remanufactured imaging consumables Offeror:**

Standing Offers will be issued to Offerors who provide pricing for the list of Remanufactured consumables in Attachment 1. Offeror's yield must meet or exceed OEM yield and have a CGSB qualification.

**Note :** During the Standing Offer period, additional consumables will be added to the listing to reflect devices which have been added to the Imaging Hardware standing offers. Offerors will need to maintain an offering of 70% (round down to the nearest number) of the OEM imaging consumables, 50% (round down to the nearest number) of the Compatible imaging consumables and 20% (round down to the nearest number) of the Remanufactured imaging consumables of the listing throughout the period of the standing offer.

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**ANNEX D**
**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-Labour's website](#).

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

Complete both A and B.

A. Check only one of the following:

A1. The Bidder certifies having no work force in Canada.

A2. The Bidder certifies being a public sector employer.

A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.

A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

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

A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

**OR**

A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

B1. The Bidder is not a Joint Venture.

**OR**

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

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## ANNEX E

### Request for Volume Discount (RVD) And Special Processing Procedures

#### E1. Introduction

In accordance with the recommendations of the National Strategy for the Procurement of Office Equipment, PWGSC has developed this procurement which will facilitate the application of fleet management approaches for government departments Imaging Hardware environments while providing best value for the taxpayer dollar.

This Standing Offer employs a number of strategies and mechanisms that will encourage and promote the benefits and savings of fleet procurement including the Request for Volume Discount and Special Processing Procedures.

#### E2. REQUEST FOR VOLUME DISCOUNT (RVD) AND SPECIAL PROCESSING PROCEDURES

Any requirement for Imaging consumables which exceeds \$25,000.00, GST/HST included, or more complex requirements at any dollar value, will be handled in accordance with either the Elevated Call-up Procedures or Request for Volume Discount Procedures described herein.

**E2.1 Resultant Document:** Documents issued by PWGSC as a result of an Elevated Call-up or an RVD process may be in the form of a Call-up against a Standing Offer, a Contract, a client or project specific Price List, or an alternative document. The form of resulting document will be specified in any RVD.

**E2.2 Terms and Conditions:** The terms and conditions of the applicable RMSO will apply to and form part of any document issued as a result of an Elevated Call-up or RVD. Additional terms and conditions applicable to the specific client may also apply but will be indicated in the issued RVD or agreed upon by the Offeror in the case of an elevated Call-up.

#### E2.3 Elevated Call-up Procedures:

**E2.3.1 OEM and Compatible Consumables:** For any requirement of Imaging Consumables which exceeds \$25,000.00 (GST/HST included) and where the Identified User wishes to purchase Consumables from the Offeror with the lowest price or highest ranking, or where RVD procedures are not appropriate because only one offeror's consumables are capable of meeting the legitimate technical requirements of the Identified User, the Standing Offer Authority reserves the right to negotiate the rates and prices with the Offeror.

Where the Standing Offer Authority determines that the available RMSO or negotiated prices do not represent good value considering the volume, the Standing Offer Authority may use other methods of supply to fulfill the requirement.

**E2.3.2 Remanufactured Consumables:** For any requirement of Imaging Consumables which exceeds \$25,000.00 (GST/HST included) and where the Identified User wishes to purchase Consumables from the Offeror with the lowest price meeting the quality requirements of the Identified User, or where RVD procedures are not appropriate because only one offeror's consumables are capable of meeting the legitimate technical requirements of the Identified User, the Standing Offer Authority reserves the right to negotiate the rates and prices with the Offeror.

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Where the Standing Offer Authority determines that the available RMSO or negotiated prices do not represent good value considering the volume, the Standing Offer Authority may use other methods of supply to fulfill the requirement.

## **E2.4 Request for Volume Discount (RVD) Procedures**

**E2.4.1 RVD Application:** Any requirement for imaging consumables which exceeds \$25,000.00 (GST/HST included) or any more complex requirements at any dollar value, may be submitted to PWGSC in a funded PWGSC 9200 "Requisition for Goods and Services" form for processing as a Request for Volume Discount (RVD). The Request for Volume Discount process allows Offerors to confirm to PWGSC their best and final discounted prices in respect of a specific requirement for one or more Identified Users.

The requisition must contain:

1. generic minimum specifications for the consumables;
2. the number of consumables required for each set of minimum specifications;
3. the destination details for all products required including any special shipping instructions;
4. details of the funding committed;
5. the required authority signatures and contact details.

**E2.4.2 RVD Processing:** In the case of a Request for Volume Discount, PWGSC will review the specifications to determine which consumables meet the minimum specifications. A minimum of three RMSO vendors must have qualified consumables to proceed with an RVD. If fewer than three vendors carry qualified consumables, the RVD process will not be used and the requirement should be handled as an open competitive RFP in accordance with Canada's contracting policies and regulations.

**E2.4.3 Recipients of an RVD:** The RVD will be sent by PWGSC to all offerors who hold a Standing Offer in the relevant Region and Category (active and Inactive) at the date and time the RVD is issued (or to those offerors that meet all the applicable specifications).

**E2.4.4 RVD Period:** The RVD Period will vary depending on the complexity of the requirement. The minimum period to submit a response to an RVD will be 5 working days.

**E2.4.5 Non-Standing Offer Items:** PWGSC reserves the right to add Non-Standing Offer items to any Call-up resulting from a RVD. These items must be provided at a price in accordance with the Offeror's current published price list less any applicable government discounts; otherwise the Non-Standing Offer items will not be included in the Call-up.

**E2.4.6 Standardization:** It may be preferable for an Identified User to contract with one Offeror only, for particular makes, models or manufacturers of consumables for a stated period of time in order to decrease technical and administrative overhead. The Request for Volume Discount process may be used to determine this Offeror, where the sufficient competition within the standing offer, but the intention to standardize to one Offeror and the period of time for standardization must be indicated at the time of RVD issue. It will not be permitted to identify that an Offeror has been selected as the standard for the Identified User unless it has been identified as such in the RVD. All other rules and procedures of the RVD will apply including the requirement for a full and sufficient justification of any requirements that may restrict competition. It will not be permitted to process and RVD for standardization if fewer than three (3) offerors can bid; in these cases, the requirement will be processed using other methods.

When a Request for Volume Discount process is used to select one Offeror for a stated period of time based on the Identified User's specific requirement, the Identified User may place subsequent Call-Ups with that Offeror, at the RMSO unit price(s) at the time that the subsequent Call-up is issued or at the negotiated rates by other means, with a Call-up limitation of \$25,000.00 including GST/HST. Of the Offeror becomes Inactive or if the Call-up exceeds \$25,000.00, only the Standing Offer Authority may place Call-ups for the consumables and the Identified User must submit a funded requisition to PWGSC for the Call-up amount. The Offeror agrees not to accept any Call-ups, except from the Standing Offer Authority or from the client with written authorization from the Standing Offer Authority, while it is not an Active offeror.

**E2.4.7 Evaluation Criteria:** The recommended evaluation methodology for the RVD is the selection of consumables which offer the lowest cost meeting quality requirements. The RVD will need to define and provide details of manner in which objective evaluation of acceptable quality will be undertaken.

**E2.4.8 Socio-economic considerations:** The selection of an offeror for Call-up using an RVD process may be based on socio-economic considerations and may supplier commitments that are consistent with Canada's commitments to the Procurement Strategy for Aboriginal Business, Green Procurement and Sustainable Development.

**E2.4.9 RVD Pricing:** All quoted prices must be in Canadian dollars. The quoted prices of RMSO items must not exceed the current prices for that Offeror listed on the RMSO.

**E2.4.10 RVD Responses:** Only responses to RVDs that meet all of the RVD requirements will be considered by PWGSC for a Call-up:

**E2.4.11 Withdrawal of RVD Response by Offeror:** An offeror may withdraw its response to an RVD at any time prior to Call-up Award, in which case PWGSC will no longer consider that Offeror's response, but may continue to consider all other responses.

**E2.4.12 Cancellation of RVD:** PWGSC may cancel an RVD process at any time and may later re-issue the same or a similar RVD.

**E2.4.13 Only one response:** If only one response that meets the RVD requirements is received, Canada may request that the Offeror submit price support in the form of one or more of the following:

1. a current published price list and the percentage discount available to Canada;
2. paid invoices for like goods or services (like quality and quantity) sold to other customers; and
3. a price certification from the Offeror.

If Canada determines that the prices being offered by do not represent good value to Canada, Canada reserves the right to reject the response or negotiate with that Offeror.

**E2.4.14 Multiple Call-ups Resulting from RVD Process:** Canada reserves the right to award the total or a portion only of the RVD requirement to the successful Offeror whenever advantageous to Canada.

**E2.4.15 Negotiation:** Further negotiations may be conducted before issuing a Call-up resulting from an RVD. Any negotiations will be conducted by the Standing Offer Authority specified in the RVD.

**E2.4.16 Notification of RVD Results:** All Offeror who respond to an RVD will be notified in writing of the outcome of the RVD process. This notice will include the following information:

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1. RVD Number;
2. Offeror(s) selected for Call-up ;
3. Value of Call-up;
4. Number of RVD responses received by PWGSC;
5. Best and Final Evaluated Price of the Offeror to whom the notification is being sent; and
6. Best and Final Evaluated Price of the Offeror selected for Call-up.

Unless required to do so by a court or other body of competent jurisdiction, Canada will not disclose the unit prices quoted by an Offeror in response to an RVD. Nor will Canada identify in the notification of RVD results the specific quantities of items subject to the Call-up.

## Annex F

### National Capital Region Boundary As Defined by PWGSC

The National Capital Area (NCA) boundary for PWGSC is recognized as the Regional Municipality of Ottawa-Carleton (RMOC) boundary on the Ontario side and the Outaouais Regional Community (ORC) on the Quebec side. Below is a list of municipalities contained within the recognized PWGSC administrative area.

Refer to the map on the next page, boundary highlighted in burgundy.

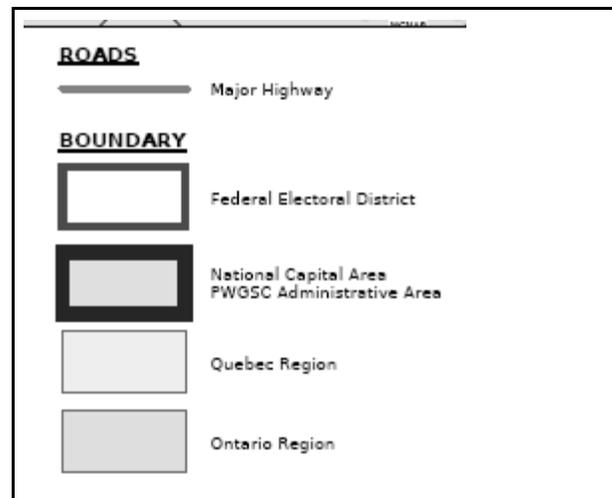
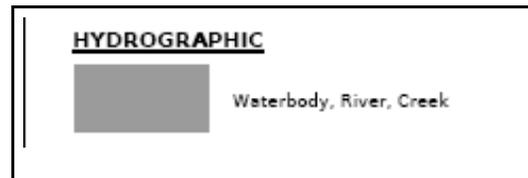
#### Ontario :

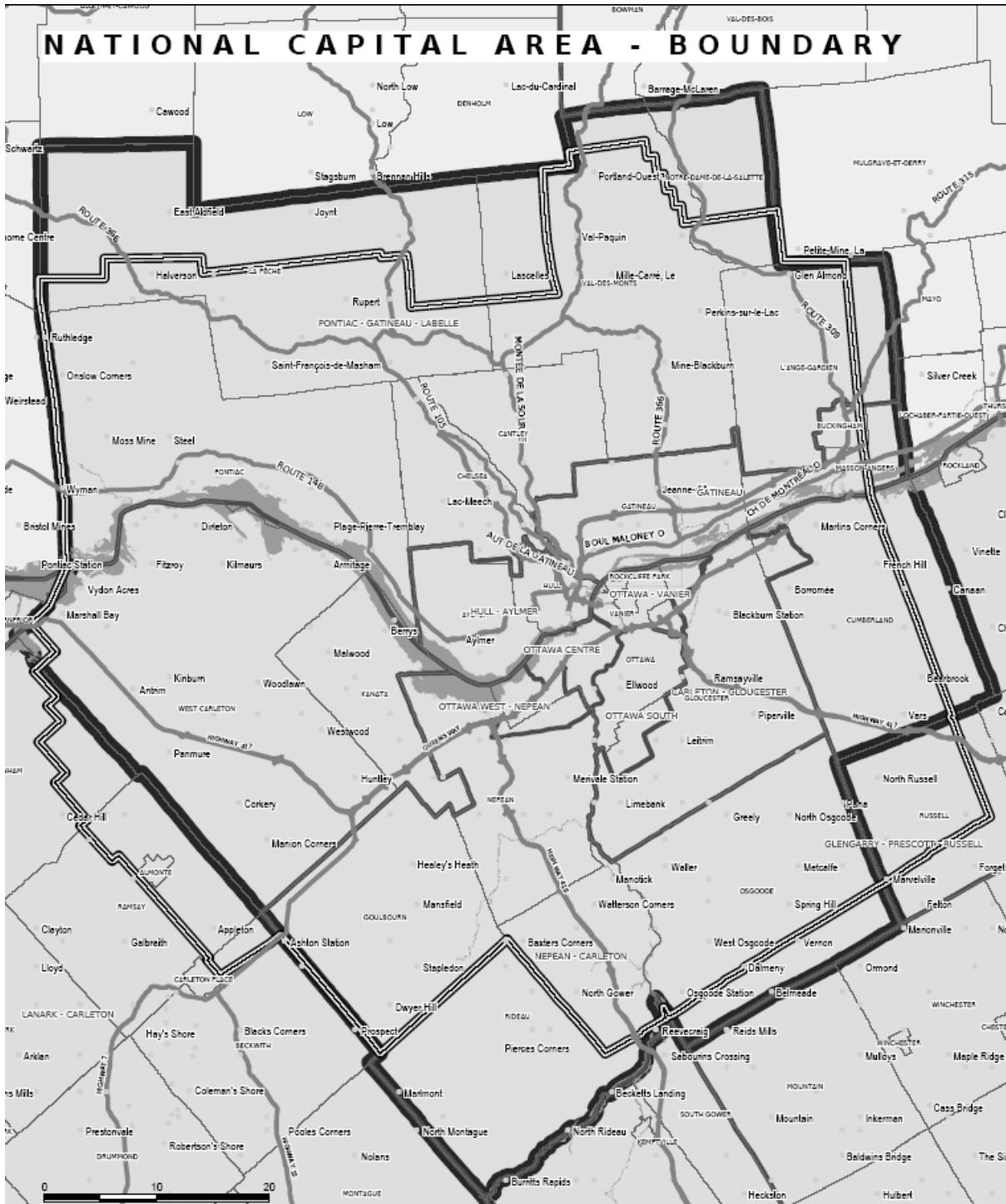
**Osgoode, Cumberland, Gloucester, Vanier, Rockcliffe Park, Nepean, Ottawa, Rideau, Goulbourn, Kanata, West Carleton**

#### Quebec:

**Buckingham, Masson-Angers, Gatineau, Hull, Aylmer, L'Ange-Gardien, Notre-Dame-de-la-Salette, Val-des-Monts, Cantley, Chelsea, Pontiac, La Pêche.**

### LEGEND





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## Annex G

### Joint Venture Offer Form

Submit this form only if the Offer is being made by a Joint Venture.

#### JOINT VENTURE OFFER FORM

This Offer is being submitted by a joint venture.

Name of joint venture \_\_\_\_\_

Legal name of lead member of joint venture \_\_\_\_\_

Legal name of each other member(s) of joint venture \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[adjust number of lines, as applicable]

As the authorized signatory of the lead member of the joint venture, I hereby confirm that all the members of the joint venture identified above have appointed the lead member as their agent for the purposes of responding to this solicitation and for all matters relating to any resulting contract.

Signature of lead member \_\_\_\_\_

Name of authorized signatory of lead member \_\_\_\_\_

Date Signed \_\_\_\_\_