

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
PWGSC/TPSGC Acquisitions  
1045 Main Street  
1st Floor, Lobby C  
Unit 108  
Moncton, NB E1C 1H1  
Bid Fax: (506) 851-6759

**Revision to a Request for a Standing Offer**

**Révision à une demande d'offre à commandes**

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Offer remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'offre demeurent les mêmes.

**Comments - Commentaires**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

NB / PEI Division - Moncton Acquisitions Office  
1045 Main Street  
1st Floor, Lobby C  
Unit 108  
Moncton, NB E1C 1H1

<b>Title - Sujet</b> Facsimile Machines	
<b>Solicitation No. - N° de l'invitation</b> EC095-130003/A	<b>Date</b> 2014-10-01
<b>Client Reference No. - N° de référence du client</b> EC095-130003	<b>Amendment No. - N° modif.</b> 002
<b>File No. - N° de dossier</b> MCT-3-36064 (006)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MCT-006-4886	
<b>Date of Original Request for Standing Offer</b> Date de la demande de l'offre à commandes originale 2014-09-18	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-10-15</b>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Bourque, Annette	<b>Buyer Id - Id de l'acheteur</b> mct006
<b>Telephone No. - N° de téléphone</b> (506) 851-2325 ( )	<b>FAX No. - N° de FAX</b> (506) 851-6759
<b>Delivery Required - Livraison exigée</b>	
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	
<b>Security - Sécurité</b> This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.	

Instructions: See Herein

Instructions: Voir aux présentes

<b>Acknowledgement copy required</b>	<b>Yes - Oui</b>	<b>No - Non</b>
<b>Accusé de réception requis</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>The Offeror hereby acknowledges this revision to its Offer.</b> <b>Le proposant constate, par la présente, cette révision à son offre.</b>		
<b>Signature</b>	<b>Date</b>	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
<b>For the Minister - Pour le Ministre</b>		

Solicitation No. - N° de l'invitation

EC095-130003/A

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

EC095-130003

Amd. No. - N° de la modif.

002

File No. - N° du dossier

MCT-3-36064

Buyer ID - Id de l'acheteur

mct006

CCC No./N° CCC - FMS No/ N° VME

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**Title: Facsimile Machines**

**Solicitation Amendment No. 002**

This solicitation is hereby amended to:

**(1) Reference: Terms and Conditions of the Solicitation Documents**

**INSERT** the attached Terms and Conditions Document to the Request for Standing Offer as they were omitted in error.

If your bid has already been forwarded and you wish to revise same, this revision should be sent in a sealed envelope and mailed to the above address and reach the undersigned before the appropriate closing date. The solicitation number and the closing date are to be shown on the outside of the sealed envelope.

All other terms and conditions of the solicitation document remain unchanged.

All enquiries concerning this amendment are to be forwarded to:

Name: Annette Bourque

Telephone No.: (506) 851-2325

Facsimile No: (506) 851-6759

**REQUEST FOR NATIONAL MASTER STANDING Offers (RFSO)  
FOR  
FACSIMILE EQUIPMENT**

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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 the offeror 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 and Forms include:

- Annex A - Environmental Requirements
- Annex B - Global Technical Specifications and Standards
- Annex C - Model Specific Technical Specification and Standards
- Annex D - Basis of Payment
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### **2. Summary**

- (i) This Request for Standing Offer (RFSO) describes Canada's requirements that will lead to the establishment of multiple mandatory National Master Standing Offers (NMSOs) to supply, configure, deliver, install (if requested), and provide warranty/support services for non-secure facsimiles (including accessories and supplies) on an "as and when requested" basis to locations throughout Canada, except for areas subject to a Comprehensive Land Claims Agreement (CLCA).

Other sourcing methods will be used for requirements of secure facsimiles.

Resulting NMSOs will be valid from 15 November 2014, or date of issuance, to 14 November 2015, (unless Public Works and Government Services Canada (PWGSC) determines, in its sole discretion, to set aside this procurement vehicle), Canada retaining the right to request up to 2 extensions of 1 year each.

It is anticipated that multiple Standing Offers will be authorized as a result of this Request for Standing Offer.

For administration purposes only, the total budget of \$3,300,000.00 per year is divided between the accepted offerors. This does not limit the amount of business that an Offeror can conduct with the Federal Government under the Standing Offer.

Canada reserves the right to add additional categories of facsimiles into resulting NMSOs. New categories will be competed on the Government Electronic Tendering Service (GETS), allowing new offerors to qualify or existing Offerors to add categories to their Standing Offer.

Pricing and technical information about all products offered will be distributed to identified users on the PWGSC intranet site "Standing Offer Index" (<http://soi.pwgsc.gc.ca>). The information available on the PWGSC intranet site "Standing Offer Index" (<http://soi.pwgsc.gc.ca>) will be at a minimum a complete copy of each authorized standing offer and a quick reference guide that ranks all offers in each category in accordance with the evaluated cost per page for each facsimile. This will enable judicious selection of the facsimile equipment best suited to meeting the identified user's operational requirements.

For facsimile requirements that PWGSC determines cannot be met by any of the categories, other purchasing methods will be used. However, the resulting NMSOs are intended to be the primary purchasing instrument for facsimiles by Canada.

All potential Offerors capable of meeting the requirements of this RFSO are invited to make offers. Offerors are not required to be the manufacturer of the products in order to submit an offer, although the manufacturer must certify that non-manufacturer Offerors are authorized to supply and/or service their equipment.

Offers will be evaluated on a category basis. Therefore, if an Offeror wishes to submit an offer in only one specific category, it has the opportunity to do so. It is not mandatory to make an offer or be selected in all categories to be issued a Standing Offer.

During the Standing Offer period, Offerors will have the opportunity every six months to propose substitute products that offer equal or better value to Canada. All Offerors will also have the opportunity to refresh their prices every six months. Canada reserves the right to revise this refresh time period as necessary.

Annex B, "Global Technical Specifications and Standards" describes and details technical specifications for all categories.

Once issued, these NMSOs will replace the series of NMSOs numbered EC095-080004/001/MCT to EC095-080004/008/MCT. As described in Part 4, Evaluation Procedures and Basis of Selection, Offerors who are existing Standing Offer Holders and currently hold a Standing Offer issued under RFSO no. EC095-080004/A and who submit in accordance with the requirements set out in this solicitation may retain the product per group/category listed in their existing standing offer.

Only offers that satisfy all the mandatory requirements and pass the financial evaluation will be considered.

For each category, Canada anticipates qualifying a minimum of one (1) product that meets the requirements of this RFSO. If no products are qualified in any given category that Canada considers advantageous, Canada reserves the right, in its sole discretion, to issue a further RFSO in order to identify additional Offerors eligible for Standing Offer issuance.

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

- (ii) Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired - See Annex "A".

This requirement includes evaluation criteria related to the environment.

- (iii) Offerors must submit a list of names , or other related information as needed, pursuant to section 01 of Standard Instructions 2006.
- (iv) 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.1, II, III, of the [Financial Administration Act](#) , R.S., 1985, c. F-11.
- (v) The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).
- (vi) This requirement excludes areas subject to a Comprehensive Land Claims Agreement (CLCA).
- (vii) The requirement is subject to a preference for Canadian goods and/or services.

### **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 PWGSC Canadian 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 Call-up, must comply with the security classification established at that time.

### **4. Debriefings**

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

### **5. Key Terms**

A list of the terminology, definitions and acronyms used in this document and in any subsequent Standing Offer appears in Annex "I" attached hereto.

Any capitalized terms not defined in Annex I have the meaning given to them in the Standing Offer or the General Conditions or Supplemental General Conditions incorporated into this RFSO and the resulting Standing Offer and Contract Clauses.

## **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) (<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](#) (2014/06/26) 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](#) (2014/06/26) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred eighty (180) days

#### **1.1 SACC Manual Clauses**

M1004T (2011/05/16) Materiel

### **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.**

### **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 question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

#### **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 the province of New Brunswick.

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.

#### **5. Promulgation of the Standing Offers**

The Offeror agrees that its rates provided herein, will be promulgated electronically on the PWGSC intranet site "Standing Offer Index" (<http://soi.pwgsc.gc.ca>). The site is designed to communicate the availability of standing offers and supply arrangements to client departments and agencies, and to assist users with their procurement activities by allowing them to determine if a standing offer exists that meets their requirements. It contains the complete list of PWGSC generated Standing Offers.

Standing Offers will contain all the terms and conditions, the Offerors' name and their rates. The Offeror's Standing Offer will be subject to access under the Access to Information (ATI) Legislation and accordingly PWGSC is unable to safeguard or maintain the confidentiality of the information. Should the Offeror object to any aspect of the ATI Legislation, it should seriously consider whether or not it wishes to submit an offer in response to this request.

### **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 and 1 soft copy on CD

Section II: Financial Offer - 1 hard copy and 1 soft copy on CD

Section III: Certifications - 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 [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<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.

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex D, Basis of Payment. Goods and Services Tax or Harmonized Sales Tax and any provincial disposal surcharge and/or fees are extra, if applicable and do not form part of the evaluation of the financial offer.

#### **Annex "D" - Basis of Payment**

The unit purchase price of the proposed facsimile must include:

- (a) any additional technical specifications such as paper supply and memory required to meet the NMSO required technical specifications and standards as outlined in Annex B - Global

Technical specifications and Standards;

- (b) delivery FOB destination, anywhere in Canada; all manuals usually supplied with the facsimile, in the appropriate Official Language; the first set of imaging consumables and provision of a minimum one year on-site warranty;
- (c) Installation fees are **NOT** to be included in the unit price, the Offer is **NOT** to insert "INCLUDED" in the appropriate section of Annex D - Basis of Payment;
- (d) the Offeror **IS** to quote the unit price that will apply to provide on-site installation (including travel, labour, materials and all other related costs) which will cover installation of the equipment at any location in Canada within a radius of 100 Km from any towns/cities of at least 30,000 inhabitants.

Proof of Rated Yield for all Imaging consumables: Offerors are requested to provide in their Offers independent verifiable documentation indicating the rated yield for all imaging consumables listed in their Offers, including the initial imaging consumables that the Offeror will ship with the facsimile. Independent verifiable documentation could consist of a letter from the body providing the yields or from an external tester. Documentation in third party publications where the manufacturer has provided the yields will not be acceptable. If the rated yield and substantiating documentation are not submitted in the Offer, the Offeror must submit the information to the Contracting Authority upon request during evaluation. Failure to submit the required information will result in the Product being declared non-responsive, and it will not be evaluated further nor authorized for call-up against any standing offer resulting from this RFSO.

Accessories: The Offeror may provide unit pricing for any accessories, other than that required to meet the minimum category specifications, which attaches directly to or is used by the model offered. Price support for any offered accessory - Offeror Instructions, must be provided. If a price list is provided for price support the price list must include as a minimum the product name, part number, and price for the NMSO configuration.

### **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.

## **2. Multiple Offers**

Multiple offers by the same Offeror will not be accepted. If an Offeror submits multiple offers, the Offeror will be asked to withdraw all but one of its offers; or all offers in their entirety. In the event that the Offeror refuses to withdraw all but one offer, Canada may, at its discretion, choose to accept the Offer which it feels provides best value to Canada.

Offerors must bid by Group (Transmission and Reception Duplexing or Transmission and Reception Non-Duplexing) and Category (A, B, or C). If more than one Offeror offers the identically equipped Product in the same Category, only the lowest priced responsive offer will be listed.

Where an Offeror offers the identically equipped Product in multiple categories, then the offered prices must be identical. If the prices for the identically equipped Product in multiple categories are not identical, then the lowest price will be applied to all categories that the Product is in. The Offeror may offer a maximum of one (1) product per category.

## **3. Confidential or Proprietary Information**

Any Information that the Offeror consistently treats as proprietary and/or confidential should be clearly marked "Proprietary" or "Confidential". The Offeror acknowledges and agrees that all information submitted may be made publicly available through on the PWGSC intranet site "Standing Offer Index" (<http://soi.pwgsc.gc.ca>).

## **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.
- (c) The evaluation team will determine first if there are two (2) or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.
- (d) Because of the complexity of this requirement, the Evaluation Team will conduct a preliminary review of all Offers to assure that all supporting information and documentation has been provided.

Canada will treat all Offerors equally but it cannot guarantee that its preliminary review will reveal all deficiencies and cannot be held responsible or liable if its preliminary review fails to detect a deficiency. It is possible that a missed mandatory may be overlooked and the Offer will be subsequently determined (i.e. after the period allowed for correction) by Canada to be non-responsive.

Offerors will be notified, in writing, of any supporting information and/or documentation noticed missing from their Offer. The missing information/ documentation must be provided within 48 hours (weekends and holidays excluded) from close of business on the date of notification by the PWGSC Standing Offer Authority. Failure to provide the missing information/documentation within the 48 hour period will result in the Offer being considered non-responsive and the entire Offer will receive no further consideration or if the missing information/ documentation is model specific the subject facsimile will be considered non-responsive and the subject facsimile will not be evaluated further nor authorized for call-up against any standing offer. If the Offeror requires additional time, time may be granted at the sole discretion of the Standing Offer Authority.

#### **1.1 Technical Evaluation**

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

All products offered must meet the Technical Specifications and Standards described in Annex B. If an offered product fails to meet the technical minimums as described in Annex B, or if the offer fails to meet the mandatory criteria described in Annex K, it will be considered non-responsive, and it will not be evaluated further.

##### **1.1.1 Existing Holders of Standing Offers (Grandfather clause)**

For existing Standing Offer Holders who wishes to retain the authorized products listed under their existing Standing Offer(s) and who submit in accordance with the requirements set out in this request for standing offers (RFSO), Canada will proceed to grandfather their existing Standing Offer as issued under RFSO no. EC095-080004/A.



## **Mandatory Technical Criteria M2 - Substantiation of Technical Specifications Requirements**

For each new facsimile offered, the Offeror must substantiate the responses to the Model Specific Technical Specifications and Standards provided in Annex C.

Substantiation of the technical specifications requirements can be accomplished by the Offeror providing, in its offer, technical brochures and documentation that fully describe each facsimile offered and how it meets or exceeds the Technical Specifications. If this documentation is available from an Internet site, the complete current Internet address shall be provided along with printout of the information available.

To assist Offerors in preparing their Offers a column entitled "SUBSTANTIATION" is provided in Annex C - Model Specific Technical Specifications and Standards. The use of this column to provide the page and paragraph number where the substantiation can be found in the technical offer is not mandatory; however, regardless of the format used, Offerors are requested to indicate the page and paragraph number where substantiation regarding each of the technical specifications of Annex B - Global Technical Specifications & Standards can be found.

This substantiation can also be accomplished by providing the Standing Offer Authority with a demonstration of the proposed equipment however the Standing Offer Authority will not travel outside of the Greater Moncton area to participate in a demonstration. If this option is selected by the Offeror all costs of the demonstration (including delivery of NSMO configured facsimiles to the Greater Moncton NB area) shall be at the expense of the Offeror. The Offeror will include with their offer a demonstration plan that includes the proposed date(s) and site(s) of the demonstration and the details of which of the technical specifications will be substantiated through demonstration. The proposed date(s) of the demonstration must be within 14 days of the closing date of the Request for Standing Offer

If the substantiation does not confirm that a facsimile meets the NMSO required technical specifications, the subject facsimile will be considered non-responsive, and it will not be evaluated further nor authorized for call-up against any standing offer resulting from this RFSO.

If the substantiation does not confirm that a facsimile meets the NMSO optional technical specifications, the Offeror's response to the subject optional technical specification will be considered to be, and modified to read, "not applicable".

### **1.2 Financial Evaluation**

Only offers that have been deemed COMPLIANT under the mandatory criteria phase of the Technical Evaluation shall proceed to the Financial evaluation.

New Offerors and Existing Standing Offer Holders must complete and submit a hard and soft copy of Annex D - Basis of Payment for EACH model of facsimile offered or retained in EACH category and EACH group.

If either the hard or the soft copy is not included with the offer the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement.

If the Offeror fails to supply the missing hard or soft copy within the specified

timeframe the offer of the subject facsimile will be considered non-responsive, and the subject facsimile will not be evaluated further nor authorized for call-up against any standing offer resulting from this RFSO.

At a minimum a soft or hard copy of Annex D - Basis of Payment must be included with the offer for EACH model of facsimile offered in EACH category and EACH group.

### 1.2.1 Cost per page

**(a)The first step** of the financial evaluation of facsimile machines offered in Annex D - Basis of Payment is to determine a cost per page. The offered pricing structure with regards to imaging consumables may be either 1) the end user is responsible for the cost to purchase imaging consumables or 2) the end user pays a set cost/copy which includes all service and imaging consumables as detailed below:

- 1) Cost per page calculation - End user responsible for the cost to purchase imaging consumables (sample provided at Annex L).
  - (a) For each responsive facsimile offered or retained the total cost per page per unit will be taken to be the sum of the following:
    - (i) depreciation cost per page - a depreciation value per month, based on a straight line depreciation over sixty (60) months, will be calculated using the unit purchase price offered including installation fees (where applicable) and excluding costs for the "starter" kit and one year on-site warranty. For the purposes of this calculation the one year on-site warranty will be the equivalent of the average cost for maintenance quoted for year 2 and year 3.
    - (ii) cost of imaging consumables per page - includes replacement drums, belts, ozone filters, toner and inkjet cartridges, ink film. The cost of consumable supplies per page will be calculated using the unit prices quoted and the yield per unit. For toner cartridges and inkjet cartridges the yield will be determined as sixty (60%) per cent of the manufacturers stated yield based on the ITU-T #1 test document (4% coverage).
    - (iii) cost of warranty/maintenance services - the cost of the one year on-site warranty will be calculated as the average cost for maintenance quoted for year 2 and year 3.
- 2) Cost per page calculation - the end user pays a set cost/copy which includes all service and imaging consumables (sample provided at Annex L).
  - (a) For each category of equipment the total cost per page per unit will be taken to be the sum of the following:
    - (i) depreciation cost per page - a depreciation value per month, based on a straight line depreciation over sixty (60) months, will be calculated using the unit purchase price offered including

installation fees (where applicable);

- (ii) Cost of supplies and cost of warranty/maintenance services - Cost/copy price which includes all service and consumable costs associated with the facsimile (excluding bond paper).

For the purposes of the cost per page calculations the following will be used as the maximum copy volume:

Category A - 1000

Category B - 5000

Category C – 7500

Pricing offered for Options and Accessories in Annex D - Basis of Payment does not form part of the financial evaluation; however, the Crown reserves the right to audit pricing on any optional equipment and accessories and to reject any accessory that does not meet the criteria of value for dollar to the Crown. The acceptance of any accessory shall be at the discretion of PWGSC.

**(b)At the second step** of the financial evaluation, the Offeror shall receive credit, in the form of a percentage reduction of 4% against the evaluated cost per page for facsimiles (s) offered that have Third Party Environmental Performance Labeling. This reduction will be applied to the cost per page calculated as per 1.2.1 (a) above and the cost per copy including Environmental Credit will be the amount that is used in the third step of the financial evaluation (see 1.2.1.(c) below) to determine the cost per page threshold. (Sample provided at Annex L)

To apply for the reduction, the Offeror shall complete the NSMO Optional Standards section of Annex C - Model Specific Technical Specifications & Standards and as proof that the facsimile has been approved for Third Party Environmental Eco-labeling Certification, the Offeror must submit a print-out from the certifying body's website identifying the relevant Products as meeting the standard. Acceptable programs are those that conform to ISO 14024:1999, Environmental labels and declarations, Type I environmental labeling and are recognized by the Global Eco-labeling Network (GEN). If the proof does not confirm that the facsimile meets the NMSO optional standards the offeror's response to the subject optional standard will be considered to be, and modified to read, "not applicable" and the percentage reduction will not be applied.

© **The third step** of the financial evaluation of facsimile machines offered in Annex D - Basis of Payment is to determine the cost per page threshold value of each category. The cost per page threshold value per category will be the simple average of the prices per page calculation for facsimiles offered in each category plus ONE standard deviation of the distribution of prices per page in the related category (sample provided at Annex L). Facsimiles exceeding the cost per page threshold in the category in which they are offered will be considered non-responsive and will receive no further consideration.

## 2. Basis of Selection

### Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive.

Standing Offers will be put in place for responsive Offers of a facsimile with a Cost per page that is equal to or less than the cost per page threshold in the Category in which they are offered.

The facsimile(s) in each Category offering a cost per page within **10%** of the lowest cost per page will be highlighted as offering the **Best Value to Canada**.

For Categories with only one product offered, selection will be made by the Evaluation Committee on the basis of price support proving Good Value to Canada.

Only the lowest priced identical facsimile models offered will be evaluated and accepted.

The facsimiles will be ranked in ascending order from lowest to highest cost per page per Category.

PWGSC will identify, for the first six months, the Offerors for each Category having products with a cost per page falling within 50% of the lowest cost per page on a per Category basis. These Offerors are referred to as the "Active Offerors, and only their Products will be available as "active" for call-ups during the initial six month. The Active and Inactive Offerors and their prices will be posted via an intranet site (PWGSC reserves the right to modify the means of publication to an internet site or by other means) for use on the first business day of the NMSO.

## **PART 5 - CERTIFICATIONS**

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

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

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

### **1. Certifications Required Precedent to Issuance of a Standing Offer and Certifications Required with the Offer**

#### **1.1 Certifications Required Precedent to Issuance of a Standing Offer**

##### **1.1.1 Integrity Provisions - Associated Information**

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions [2006 \(2014/06/26\)](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

Offerors are requested to complete "Form 1" "Offer Submission Form", and provide a complete list of names as requested by Standard Instructions 2006 (2014/06/26).

##### **1.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada-Labour's](#) website.

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

##### **1.1.3 Original Equipment Manufacturer (OEM) Certification**

As part of the evaluation, Canada requires OEM Certifications for all Hardware being offered.

Offerors are requested to complete and submit "Form 2" -Manufacturer Certification Form, and Offerors are requested to complete and submit "Form 3" - Joint Venture Offer Form if the Offer is being made by a Joint Venture.

#### **1.1.4 Authorized Agent Certification**

Offerors are requested to complete and submit "Form 4" - Authorized Agent Certification if the Offer employs Third Party Service Providers (Subcontractors). This includes Authorized Agents and Lease, Sales, Service and CPP Agents who are not directly employed by the Offeror.

#### **1.1.5 Aboriginal Business Certification (if applicable)**

While this requirement has not been set aside for an Aboriginal Business, Aboriginal Offerors are welcome to submit Offers or Offerors may select Aboriginal sales outlets or service outlets for the purposes of receiving and fulfilling Call-ups if the Identified User so chooses.

Offerors who are or who list as Authorized Agents, Aboriginal Businesses meeting the eligibility requirements as described in [Annex 9.4](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/9/40), of the Supply Manual <https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/9/40> Procurement Strategy for Aboriginal Business Requirements, are requested to complete and submit "Form 5" - Aboriginal Business Certification.

#### **1.1.6 ISO 9001 Certification - Quality Management Systems**

For facsimiles offered, the device's 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 facsimile being offered is manufactured. The Offeror must identify the facility location by providing the complete address where each proposed facsimile is manufactured/assembled. The scope of the registration must also be specified and valid.

#### **1.1.7 ISO 14001 Certification - Environmental Management Systems**

For facsimiles offered, the device's Original Equipment Manufacturer(s), whether this is the Offeror or a third party, must be registered under ISO 14001 by an accredited registrar under the ISO 14001 program for the manufacturing facility where each facsimile being offered is manufactured. The Offeror must identify the facility location by providing the complete address where each proposed facsimile is manufactured/assembled. The scope of the registration must also be specified and valid.

#### **1.1.8 Electrical Certifications**

The facsimiles offered must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, by a certification organization accredited by the Standards Council of Canada (SCC) and bear the certification logo that is applicable to the accredited agency.

#### **1.1.9 ENERGY STAR Certification**

The facsimiles offered must be ENERGY STAR qualified at the time of product acceptance. The Contractor must ship all facsimiles with the ENERGY STAR low-power feature activated or enabled.

**1.1.10 Price Certification (Additional Items)**

The Bidder certifies that the price proposed

- a. is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both; and
- b. does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

**1.2 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications with their offer.

**1.2.2 Canadian Content Certification**

**1.2.1.1 SACC Manual clause**

A3050T (11/01/2010) Canadian Content Definition

**1.2.1.2 Canadian Content Certification**

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

- ( ) the good(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T.

\_\_\_\_\_  
Signature Date

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

### **1. Security Requirement**

The Resulting Contract Clauses contain an article entitled "Security Requirement". The Standing Offer Authority or Identified User making a Call-up may, in its discretion, 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 Standing Offer Authority or 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 an article entitled "Insurance". The Standing Offer Authority or Identified User making a Call-up may, in its discretion, 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 Standing Offer Authority or 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 supply, configure, deliver, install (if requested), provide user manuals and provide warranty/support services for non-secure facsimiles (including accessories and supplies) on an "as and when requested" basis to locations throughout Canada, excluding CLCA. For requirements of secure facsimiles and for requirements of non-secure facsimiles with delivery points in CLCAs, other sourcing methods will be used.

The Products available for purchase under this Standing Offer are organized into two Groups (Transmission and Reception Duplexing and Transmission and Reception Non-duplexing) with three Categories within each Group (low, medium and high volume).

The Products the Offeror is authorized to supply under this Standing Offer are set out in Annex D Basis of Payment.

#### **1.1. Publication of Standing Offer Products and Prices**

- (a) The Offeror acknowledges that its Standing Offer products and prices may be published in whole or in part or otherwise made available to other suppliers and the public by Canada (on a website and/or by other means).
- (b) The Offeror consents to this disclosure and agrees that it has no right of claim against Her Majesty, the Minister, the Identified User, their employees, agents or servants in relation to such disclosure, and will indemnify them against any action, suit, demand, right or claim asserted by anyone as a result of such disclosure.
- (c) Canada will not be liable for any errors, inconsistencies or omissions in any such published information. If the Offeror identifies any errors, inconsistencies or omissions, the Offeror agrees to notify the Contracting Authority immediately.

#### **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 an Article entitled "Security Requirement". The Standing Offer Authority or Identified User making a Call-up may, in its discretion, 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 Standing Offer Authority or Identified User.

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 Canadian Industrial Security Directorate of Public Works and Government Services Canada.

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

### **3. Standard Clauses and Conditions**

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

#### **3.1 General Conditions**

2005 (2014/06/26) 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 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 "J". 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 fifteen (15) calendar days after the end of the reporting period.

### **4. Term of Standing Offer**

#### **4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from 15 November 2014, or date of issuance, to 14 November 2015.

#### **4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to two (2) additional one-year periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

**5. Authorities and Representatives**

**5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Annette Bourque  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 1045 Main Street, Unit 108  
Moncton, New Brunswick  
E1C 1H1  
  
Telephone: (506) 851-2325  
Facsimile: (506) 851-6759  
E-Mail: annette.bourque@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.

**5.2. 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.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

**5.2.1 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.

**5.3 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.

**5.4 Offeror's Representative (Offeror to complete)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company's full legal name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Offeror's Procurement Business Number (PBN): \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

### 5.5 Offeror's Authorized Agents and Subcontractors

The Offeror confirms that the Authorized Agents listed in Annex E, "List of Authorized Agents and Service Outlets" are authorized to act on its behalf as its agent for the purposes of performing the Work under Call-ups and receiving payment. Any payment made by Canada to an Authorized Agent will be considered payment to the Offeror itself. This agency relationship (through which the Authorized Agent performs contractual obligations on behalf of the Offeror) does not amend, diminish or modify any of the responsibilities of the Offeror under the Standing Offer or any resulting Call-ups.

The Offeror agrees and understands that it is solely responsible for ensuring that all of its Authorized Agents complete all Call-ups in accordance with their terms and conditions, and that, if the Authorized Agent fails to fulfil all the Call-up obligations, the Offeror must, upon written notification from the PWGSC Standing Offer Authority, immediately complete and fulfil those obligations directly at no additional cost to Canada.

The Offeror agrees to inform the Standing Offer Authority in writing of any changes in the list of its Authorized Agents during the Standing Offer Period and to remove any Authorized Agent if requested to do so by the Standing Offer Authority.

## 6. Sales and Service Network

- (a) **National/Regional Requirements:** Canada requires delivery and service throughout Canada, excluding areas subject to a CLCA. In this Standing Offer, the regions where delivery and Warranty Services are required are defined as follows:

**Pacific Region:** the province of British Columbia

**Western Region:** the provinces of Alberta, Saskatchewan and Manitoba

**National Capital Region:** the area within a radius of 100 km from Ottawa, Ontario

**Central Region:** the provinces of Quebec and Ontario, excluding the National Capital Region

**Atlantic Region:** the provinces of Nova Scotia, New Brunswick, Prince Edward Island, and Newfoundland and Labrador

**Comprehensive Land Claims Agreements:** This Standing Offer must not be used for deliveries to areas subject to a CLCA.

- (b) **Number of Sales Outlets:** The Offeror must maintain a minimum of five (5) sales outlets, with at least one (1) outlet in each of the Pacific, Western, Central, National Capital, and Atlantic regions. The combination of these sales outlets must be able to meet the sales and delivery requirements of the NMSO. The Offeror may satisfy this requirement itself or through its Authorized Agents.
- (c) **Number of Service Outlets:** The Offeror must be able to provide the Warranty Services described in "Warranty Services" by maintaining, at a minimum:
- i. Three (3) service outlets in each of the Western and Central Regions, and
  - ii. Two (2) service outlets in each of the Pacific, Atlantic and National Capital Regions.

The Offeror may satisfy this requirement itself or through its Authorized Agents or subcontractors. The Offeror may provide a single toll-free maintenance dispatch number or separate telephone numbers for the service outlets in each region.

- (d) **Sufficiency of Sales and Service Outlets:** The Standing Offer Authority may, at any time during the Standing Offer Period, verify that sales and service outlets are available (and sufficiently staffed) nationally to make deliveries and provide Warranty Services within the time frames set out in the Articles of Agreement. Sales outlets are defined as providing representation, through either employees, or agents, in the applicable region, familiar with the terms and conditions of the National Master Standing Offer as well as with the Offeror's pricing and the technical details of the offered products, and able to communicate this information to Identified Users. The main deliverable required from a sales outlet is the ability to assist an Identified User, if requested, with the determination their requirement; with the interpretation of product information, and with the placement of the subsequent call-up, in accordance with the terms of the agreement. The sales outlets may be asked to provide pre-sales assistance on-site and this option is to be available to the client should the need arise and the specific requirement warrants such service.
- (e) **Sales Outlets and Service Outlets:** A single outlet may provide both sales and service. The Offeror has identified its sales and service outlets in Annex "E" – Sales and Service Network. The Offeror must inform the PWGSC Contracting Authority, in writing, of any changes in the list of sales and service outlets during the Standing Offer Period. The Offeror must submit changes to the list, in the format prescribed by the Contracting Authority, for posting on the PWGSC intranet site "Standing Offer Index" (<http://soi.pwgsc.gc.ca>).
- (f) **Status of Sales and Service Outlets as Subcontractors or Authorized Agents:** Any sales or service outlets not owned and operated by the Offeror will be considered subcontractors under this Standing Offer and under any Call-ups against this Standing Offer, unless the operator of the sales and/or service outlet has also been designated by the Offeror as an Authorized Agent (in which case the Authorized Agent will act on the Offeror's behalf and can be contacted directly to make Call-ups). Refer to the Annex "E" – Sales and Service Network.
- (g) **Receipt of Payment by Authorized Agent:** Canada is entitled to forward payment for contracts under this Standing Offer to the Offeror or to its Authorized Agent that performed the work. Receipt by the Authorized Agent of payment for any Call-up performed by that Authorized Agent on behalf of the Offeror will be deemed to be receipt by the Offeror of such payment.
- (h) **Offeror Responsibility:** Any subcontracting or agency relationship (through which the subcontractor or Authorized Agent performs contractual obligations on behalf of the Offeror) does not amend, diminish or modify any of the responsibilities of the Offeror under this Standing Offer. The Offeror agrees and understands that it is the responsibility of the Offeror to ensure that all of its Authorized Agents and subcontractors conform to the terms and conditions of the Standing Offer and complete any Call-ups in accordance with its terms and conditions. If an Authorized Agent or subcontractor fails to fulfil the obligations of any Call-up, the Offeror must, upon written notification from the PWGSC Standing Offer authority, immediately complete and fulfil those obligations directly at no additional cost to Canada.

## 7. Call-up Procedures

### 7.1 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 item 9. Identified Users should choose the facsimile meeting their functional requirements that is identified as having the lowest cost per page in the applicable Category in Annex F - Cost per page Ranking.
- (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 outlined in Item 9. 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.
- © **Call-ups for Facsimiles only to be Accepted by Active Offerors:** The Offeror agrees to accept Call-ups from Identified Users for facsimiles in a given category only during periods in which it has been identified by the Standing Offer Authority as an "Active Offeror" for that product in that particular category, unless authorized by the Standing Offer Authority (or Identified Users with written permission from the Standing Offer Authority to place a Call-up). Call-ups for Additional Items may be accepted by Active and Inactive Offerors.
- (d) **Call-ups for Additional Items:** The Bidder must provide, on Canada's request, one or more of the following price support, if applicable:
  - a. a current published price list indicating the percentage discount available to Canada; or
  - b. copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
  - c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
  - d. price or rate certifications; or
  - e. any other supporting documentation as requested by Canada.

### 7.2 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 and NMSO Authorized Sales Agents:** Call-ups must be addressed only to the Offeror or Authorized Sales Agents of the Offeror. NMSO Authorized Sales Agents are permitted to invoice and receive payment for the supply, configuration, delivery, and installation (if required) of the equipment. Call-ups must not be addressed to third party subcontractors that are not NMSO Authorized Agents.
- © **Electronic Copies of the Financial Details for Call-ups:** Identified Users must maintain for their files for the entire contract period, a copy of the Financial Details from the PWGSC intranet site "Standing Offer Index" (<http://soi.pwgsc.gc.ca>), on the date of their Call-up, for all products ordered from the NMSO.

## 8. 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 an alternate PWGSC issued Call-up or PWGSC Contract document of any form.

## 9. Limitation of Call-ups

For administration purposes only, the total budget of \$3,300,000.00 per year is divided between the accepted offerors. This does not limit the amount of business that an Offeror can conduct with the Federal Government under the Standing Offer.

An Identified User may issue a Call-up directly to any Offeror or NMSO Authorized Agent in the applicable category, up to the applicable Call-up Limitation specified below, in accordance with the following:

### 9.1 For the Call-ups for the purchase of Facsimiles

Which may include within the Call-up Limitation, Additional Items, Installation, Integration, Training and extended warranties or maintenance service plans (if specified in the Call-up), and must include within the Call-up Limitation, the total sum of firm prices for all items included in the call-up, the total estimated Cost Per Page (CPP) charges (whether or not they are included in the Call-up) and any provincial disposal surcharge and/or fees and applicable taxes);

- a. **Up to \$25,000:** the Identified User may place the Call-up with the Active Offeror whose Product, in the Identified User's view, represents the best value for their requirement;

*Identified Users should choose the facsimile meeting their functional requirements that is identified as "Active" and having the lowest cost per copy in the applicable Category in Annex F - Cost per copy Ranking.*

- b. **From \$25,000.01 to \$40,000:** the Identified User must place the Call-up with the Active Offeror whose Product has the lowest cost per page in that Category, providing the product meets the technical and compatibility requirement of the Identified User;
- c. **From \$40,000.01 up to \$400,000:** only the Standing Offer Authority may place Call-ups. Requirements from \$40,000.01 and up to \$400,000.00 may be sent to PWGSC in a funded requisition for processing in accordance to the Request for Volume Discount (RVD) procedures as detailed in Annex H, "Request for Volume Discount (RVD) Procedures".

The Standing Offer Authority reserves the right to negotiate the prices for Call-ups over \$40,000 where:

- (1) RVD procedures are not appropriate because only one Offeror's Product is capable of meeting the legitimate technical requirements of the Identified User; and
- (2) The Standing Offer Authority determines that the available prices do not represent good value considering the volume.

The Standing Offer Authority may choose to use other methods of supply to fulfill the requirement.

These Call-up limitations apply to the total value of the Call-up, including any Additional Items listed on this Standing Offer that are included in the Call-up.

RVD procedures may be requested for requirements of less than \$40,000, for:

- (1) more complex requirements such as those across multiple categories, or
- (2) where there are large quantities of low dollar value devices.

- d. **Over \$400,000:** Requirements over \$400,000 must be sent to PWGSC in a funded requisition for processing as an openly competitive Request for Proposal.

## **9.2 For Call-ups of Facsimiles from More than One Category**

Where the Identified User's requirement is for facsimiles from more than one category and where the Identified User feels that there are administrative advantages in contracting with one supplier only for the requirement, the Identified User is encouraged to calculate the best value for the aggregate requirement. The Call-up limitations defined above will apply to any such aggregate requirement and permission must be received from the Standing Offer Authority whenever the aggregate best value would include Products that are "Inactive". Where the value or volume of the inactive product or products exceeds that of the Active products, the whole requirement will be treated as an exception and the Identified User will need written permission of the Standing Offer Authority before they can make the Call-up.

## **9.3 For Call-ups of Additional Items only**

The Identified User may place Call-ups valued at up to \$25,000 any provincial disposal surcharge and/or fees *and applicable taxes* included, that consist of Additional Items only, from any of the Offerors (both Active and Inactive). Any Call-ups of Additional Items exceeding \$25,000 must be issued by the Standing Offer Authority.

## **9.4 Exceptions to the Call-up Limitations**

Where the Standing Offer Authority agrees that the "Active" Offeror whose facsimile has the lowest cost per page in the required category cannot satisfy an Identified User's requirement because that Offeror:

- (a) cannot supply all the Products required by the Identified User within the Delivery time frames specified in the Resulting Contract clauses;
- (b) does not meet all the legitimate operational requirements of the Identified User, including equipment security needs;
- (c) has failed the compatibility sub-test for that requirement;
- (d) has already defaulted on a Call-up issued by the Identified User for the required Products; or,
- (e) has shown itself incapable of meeting the service requirements for that specific Identified User,

**Requirements up to \$25,000.00 (any provincial disposal surcharge and/or fees and applicable taxes included):** 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 cost per copy "Active" Offeror that can fulfill the needs of the Identified User or the Standing Offer Authority may use other sourcing methods to procure the product.

**Requirements from 25,000.01 to \$40,000.00 (any provincial disposal surcharge and/or fees and applicable taxes included):** 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 cost per copy "Active" Offeror that can fulfill the needs of the Identified User or the Standing Offer Authority may use other sourcing methods to procure the product.

#### **9.5 Requirements that Cannot be Satisfied by "Active" Offerors**

Where the Standing Offer Authority determines that none of the "Active" Offerors can satisfy an Identified User's requirement in any category because the Active Offerors:

- (a) cannot supply all the Products required by the Identified User within the Delivery time frames specified in the Resulting Contract clauses;
- (b) do not meet all the legitimate operational requirements of the Identified User, including equipment security needs;
- (c) have all failed the compatibility sub-test for that requirement;
- (d) have defaulted on Call-ups for the Products currently required by the Identified User; or,
- (e) have shown themselves incapable of meeting the service requirements for that specific Identified User,

**Requirements up to \$25,000.00 (any provincial disposal surcharge and/or fees and applicable taxes included):** The Standing Offer Authority (or the Identified User requests and receives written permission from the Standing Offer Authority) may place a Call-up with the lowest cost per page "Inactive" Offeror that can fulfill the needs of the Identified User or may use other sourcing methods to procure the product.

**Requirements from 25,000.01 to \$40,000.00 (any provincial disposal surcharge and/or fees and applicable taxes included)** The Standing Offer Authority may place a Call-up with the lowest cost per page "Inactive" Offeror in the relevant category that can satisfy the requirement of the Identified User or the Standing Offer Authority may use other sourcing methods to procure the product.

#### **9.6 Terms to be Confirmed in the Call-up:** At the time of the Call-up, the Offeror must:

- (a) Provide the Identified User with any wiring specifications or special environmental conditions required for the products. Any alterations to the site are the responsibility of the Identified User;
- (b) Confirm the language requirements of the Identified User for the user manuals to be delivered with the products; and
- (c) Determine whether the user manuals are required as printed hardcopies, on CD-ROM, or downloadable from the Internet.

### 9.6 Socio-economic Considerations in Placing a Call-up:

The selection of an Authorized Agent representing the selected Offeror in accordance with the call-up procedures and limitations, may be based on socio-economic considerations which may include qualities or supplier commitments that are consistent with Canada's commitments to the Procurement Strategy for Aboriginal Business, small and medium businesses, green procurement and sustainable development.

### 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 (2014/06/26), Standing Offers - Goods or Services;
- (d) the supplemental general conditions:
  - 4001 (2013/01/28) Hardware Purchase, Lease and Maintenance; and
  - 4003 (2010/08/16) Licensed Software; and
  - 4004 (2013/04/25) Maintenance and Support Services for Licensed Software
- (e) the general conditions 2030 (2014/03/01) Higher Complexity – Goods;
- (f) Annex A - Environmental Requirements;
- (g) Annex B - Global Technical Specifications and Standards;
- (h) Annex C - Model Specific Technical Specification and Standards;
- (i) Annex D - Basis of Payment;
- (j) Annex E - Sales and Service Network;
- (k) Annex F - Cost per page Ranking;
- (l) Annex G - Request for Product Substitutions and Price Revisions;
- (m) Annex H - Request for Volume Discount (RVD) Procedures;
- (n) Annex I - Glossary of Terms;
- (o) Annex J - Activity Report;
- (p) the Offeror's offer dated \_\_\_\_\_ "as clarified on \_\_\_\_\_" **or** "as amended on \_\_\_\_\_".

### 11. Certifications

#### 11.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if 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.

#### 11.2 SACC Manual Clauses

- A3000C (2011/05/16) Aboriginal Business Certification (if applicable)
- M3060C (2008/05/12) Canadian Content Certification

## **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 the province of New Brunswick.

## **13. Standing Offer Expansion**

PWGSC may, at any time, conduct further Requests for Standing Offers for new categories excluded under this current RFSO and the resulting offers may be incorporated into this series of NMSOs. Requirements for new categories will be subject to an open competition posted on the Government Electronic Tendering Service.

In cases where changes to the NMSO terms and conditions have occurred since the Offeror was first issued a Standing Offer, Offerors may be requested to agree to apply the updated terms and conditions incorporated in a subsequent solicitation process to all categories within their Standing Offer.

## **14. Product Substitutions**

### **14.1 Conditions for Proposing Substitution(s)**

The Offeror may propose a substitution for existing products authorized for supply under this Standing Offer, provided the proposed substitute product meets or exceeds the specification(s) detailed in Annex B, "Global Specific Technical Specifications and Standards", as well as obtaining an equal or lower Cost per Page" of the existing product being substituted in. The Offeror agrees and understands that the proposed substitution must be products in current production and actively marketed. The price for the substitute product must be equal or lower than the product originally offered in the Offeror's offer.

In the event that substituted items are offered at pricing less than the current standing offer prices, the cost per page threshold value of the effected category will be recalculated incorporating the lower item prices. This recalculation will become the **current** threshold value for the category.

### **14.2 Process for Requesting Substitution**

The request for substitution must be made by submitting to the Standing Offer Authority a completed "Request for Product Substitutions and Price Revision", see Annex G, which must provide the full details on the nature of the substitution including the URL(s) for the applicable technical specification(s) of the product, any necessary technical documentation, certifications, manuals and a copy of the Financial Details for the product.

### **14.3 Same Product**

Offerors are not permitted to substitute products that would result in the same product (from the same Manufacturer) appearing more than once in a category. Proposed substitutions that would result in this case will not be approved.

### **14.4 Acceptance of Substitution Discretionary**

Whether or not to accept or reject a proposed substitution is entirely within the discretion of Canada. If Canada does not accept a proposed substitution, the original product will continue to be authorized under this Standing Offer, unless the Offeror withdraws that product from the Standing Offer or that product becomes End of Life.

#### 14.5 Documentation of Accepted Substitution

Approved substitutions cannot be supplied under a Call-up or in response to RVDs until posted on the PWGSC intranet site "Standing Offer Index" (<http://soi.pwgsc.gc.ca>). In the case of a Call-up, the substitution must be posted at the time the Call-up is issued; otherwise, the item posted on the PWGSC intranet site "Standing Offer Index" (<http://soi.pwgsc.gc.ca>) at the time the Call-up was issued must be supplied. In the case of an RVD, only items posted on the PWGSC intranet site "Standing Offer Index" (<http://soi.pwgsc.gc.ca>) at the time the RVD is issued can be offered in response to the RVD.

#### 14.6 Discontinued Products

The Offeror must immediately notify the Standing Offer Authority if any product listed in this Standing Offer is discontinued or is otherwise unavailable (e.g., End of Life). The Offeror may propose a substitution, as set out above by the next substitution deadline date. The discontinued or unavailable product will be removed by PWGSC from this Standing Offer, but the "place" held by that product will be held pending submission of a request for substitution, provided it is made in accordance with this Article and by the next substitution deadline date. If a request for substitution is not made within the timelines described above, a substitution request might not be granted, in which case the product would no longer be included in the Standing Offer without the possibility of being reinstated.

#### 14.7 Generational Changes

Canada recognizes that, during the Standing Offer Period for a given category, there may be a generational change in technology that may affect some of the mandatory requirements detailed in the Annex B, "Global Specific Technical Specifications and Standards". If this occurs, Canada will examine the available technologies, determine which would be acceptable for substitutions, and will advise all Offerors accordingly.

#### 14.8 One-for-one Substitutions Only

Substitutions of products will be on a "one-for-one" basis.

#### 14.9 Product Substitutions Schedule

Product Substitutions will be allowed every six months provided the request is offered in accordance with procedures detailed herein, and in Annex "G" – Request for Product Substitutions and Price Revisions.

#### The following is the six month schedule:

##### Submitted not later than:

June 01 of each year

December 01 of each year

##### For the Period:

July 01 – December 31

January 01 – June 30

#### 15. Price Revisions

PWGSC will allow all Offerors (both Inactive and Active) in each category to reduce their pricing voluntarily every six months. Written notification of requested changes, in accordance with the Annex G - "Request for Product Substitutions and Price Revisions" must be received by the Contracting Authority a minimum of thirty (30) days prior to the last day of the six-month refresh period and the Cost per page 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.

### 15.1 Promotional Pricing

Promotional pricing may be offered for all listed products and is defined as temporary pricing that is put in place for six months at a time without lowering the ceiling price of the item.

Promotional pricing must be requested at the time of submission of downward price revisions, but will be applied only for Offerors that have been identified as Active Offerors for that period in accordance with 16. Identification of Active Offerors. Offerors may choose to both request a permanent reduction of their ceiling purchase price in order to increase the likelihood that they will remain Active (and therefore able to post their promotional pricing) and request a Promotional Price, concurrently. Promotional pricing must be in the form of price reductions only.

Promotional prices on products, on the upgrade of the warranty service from one year to three years, and on the installation, will impact the order of selection for the Call-up Limitations, but will not displace Offerors who had been accepted as Active Offerors for the six-month period before the application of the Promotional Pricing.

Promotional prices for the purchase of Additional Items is permissible.

**The following is the six month schedule:**

**Submitted not later than:**

June 01 of each year

December 01 of each year

**For the Period:**

July 01 – December 31

January 01 – June 30

### 16. Identification of Active Offerors

The downward price revision process will allow PWGSC to identify, for the next six-month period, the Offerors for each Category having products with Value Factors falling within 50% of the Best Value Factor on a per Category basis. These Offerors are referred to as the "Active Offerors". For this six-month period, the new Active Offerors and their prices will be posted in the Cost per page Ranking for use on the first business day in New Brunswick of the six-month period following receipt and acceptance of the price revision request. PWGSC reserves the right to specify an alternative, later date at their sole discretion.

### 17. Withdrawal 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 products 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 products that provides a lower level of performance than or otherwise does not meet the minimum Technical Requirements and Specifications set out in Annex "B" or the technical specifications of the Product approved for that Offeror,

- whichever is higher;
- (iii) Late deliveries;
  - (iv) Poor warranty/maintenance service;
  - (v) Unauthorized substitution of products without prior written authorization from the Standing Offer Authority;
  - (vi) Price revision without prior written authorization from the Standing Offer Authority;
  - (vii) Distribution or publication of advertising, including information included in supplier websites 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 systems currently available under this Standing Offer;
  - (viii) Failure to submit complete and accurate Activity Reports within the required time frames;
  - (ix) Breach of any of the specific terms and conditions detailed in the Standing Offer (e.g., failure to meet the service levels for warranty service, failure to respect the Call-up limitations, etc.); and
  - (x) Refusing a Call-up at any time or for any reason from any Identified User where the Call-up is for a product currently listed and approved 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) Any Offeror whose Authorized Agent or subcontractor is found to be in breach of any of the terms and conditions of this Standing Offer or a Call-up may be asked to remove that Authorized Agent or subcontractor from its list of Authorized Agents or subcontractors, in addition to any other remedy PWGSC may invoke. Refusal to do so may result in setting aside the authority to use this Standing Offer;
  - (h) 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.

#### **18. 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 or withdrawal of authority to use this Standing Offer.

**19. Expansion of Offerors Following Withdrawal of Authority to Use Standing Offer**

Notwithstanding the fact that the Standing Offer Authority reserves the right to add additional groups or categories throughout the Standing Offer Period, if the number of Offerors for any given group or category is reduced during the Standing Offer Period for any reason (including setting aside authority to use a Standing Offer or voluntary withdrawal by the Offeror), Canada may, in its sole discretion, do one or more of the following in respect of any group or category:

- (a) Leave the group or category "as is" (i.e., the Standing Offers of the remaining Offerors will remain available for Call-ups and no new Offerors will be added);
- (b) Call for new Offers in respect of one or more affected group or category through the Government Electronic Tendering Service; or
- (c) Contact the Offeror (if any) whose offered Product complied with all the requirements of the Request for Standing Offer that resulted in the issuance of this Standing Offer, but who was not issued a Standing Offer because the Product's evaluated cost per page was not within the Category cost per page threshold value in the relevant Category(ies), and the new Offeror agrees to meet or better the cost per page within the Category cost per page threshold value in the relevant Category(ies) of the existing Product(s) of the Offeror whose Standing Offer has been cancelled; then that new Offeror may be issued a Standing Offer in the applicable Group and Category. If the new Offeror does not agree to offer their product within the Category cost per page threshold value in the relevant Category(ies), no Standing Offer will be issued to that Offeror and Canada may, but will have no obligation to, contact the next-ranked Offeror.

## **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**

2030 (2014/06/26), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

Section 19 Interest on Overdue Accounts, of 2030 (2014/06/26), General Conditions - Higher Complexity - Goods will not apply to payments made by credit cards.

#### **2.2 Supplemental General Conditions**

The following supplemental general conditions apply to and form part of the Contract:

4001 (2013/01/28) Hardware Purchase, Lease and Maintenance; and  
4003 (2010/08/16) Licensed Software; and  
4004 (2013/04/25) Maintenance and Support Services for Licensed Software

Section 02 License Grant, part 4 of 4003 (2010-08-16) Licensed Software will refer to "Device License" instead of "User License".

### **3. Term of Contract**

#### **3.1 Contract Period**

Contract Period is the entire period of time during which the Contractor is obliged to perform the Work, which:

- (a) begins on the date the Call-up is awarded; and
- (b) ends on the day that the Warranty Period for the most recently purchased product expires or on the day that the final warranty services initiated during the product Warranty Period is completed, whichever is later.

#### **3.2 Delivery**

- (a) **Delivery Date:** Unless otherwise specified in the Call-up or the Identified User has agreed in writing to other arrangements, delivery of all products must be made within the following period (the "Delivery Date"):
  - (i) 15 calendar days for orders of fewer than 20 facsimiles; or
  - (ii) 20 calendar days for orders of 20 or more facsimiles.
- (b) **Delivery of Products:** The Contractor agrees to supply, delivery, configure and install (if required by the Call-up); provide ancillary equipment, required software, user manuals (as specified in the Call-up); and one-year Warranty Services for the products, ordered under this Contract (as specified by the Call-up), to the Identified

User, according to the prices, terms and conditions in this Contract. Products and services must be delivered on an "as and when requested" basis to the location(s) specified in the Call-up, which may be locations anywhere in Canada except for areas subject to a CLCA.

- (c) **Products to be New, Off-the-Shelf, and Current:** In addition to and notwithstanding 4001 (2013-01-28) Supplemental General Conditions "Hardware Purchase, Lease and Maintenance" Section 02 "Hardware Must Be New", the products must be new and unused (however, some parts used in the manufacture of the product may be refurbished, if they are certified as equal quality to new and unused parts); "off-the-shelf" (composed of standard equipment requiring no further research or development); of current manufacture (still in production and actively marketed by the OEM); and conform to the current issue of the applicable specification and/or part number of the OEM.
- (d) **Contact After Receipt of Call-up:** Upon receipt of the Call-up, the Contractor must acknowledge receipt and advise the Identified User of its best delivery date (which date must be no later than the "Delivery Date"). If the required number of products exceeds or threatens to exceed the Contractor's ability to supply by the Delivery Date, the Contractor must immediately advise the Standing Offer Authority and the Identified User. The Identified User will have the option; to seek legal opinion and advise as to the appropriate method of termination of the Call-up; to extend the delivery date, or to accept late delivery. Deliveries received after the Delivery Date will be subject to the discounts described in the clauses entitled "Discounts for Late Deliveries and Reimbursement of Reprourement Costs".
- (e) **Contact Before Delivery:** Unless otherwise specified in the Call-up or the Identified User has agreed in writing to other arrangements, the Contractor must contact the Identified User (or any individual designated as "Delivery Contact" in the Call-up) a minimum of twenty-four (24) hours prior to the delivery of any products or services. Failure to make contact may result in the shipment being refused at destination; any re-shipping costs will be the Contractor's responsibility.
- (f) **Delivery Report:** If specified in the Call-up, the Contractor must provide the Identified User with a Delivery Report detailing the delivery location and asset number of all products delivered within two weeks of delivery.
- (g) **Licensed Software:** The products must be delivered with any software specified in the Call-up or required for the products to function in accordance with the Technical Specifications in Annex B. The licensed software must be the current release and, unless otherwise specified, require no further research or development to meet the Technical Requirements and Specifications (and any other functionality described in the Standing Offer or Call-up).
- (h) **Configuration:** The Contractor must deliver all products in accordance with the Technical Specifications in Annex B and the Product Details. If the Call-up specifically requests changes to the NMSO Configuration the Contractor must configure the product, including installation of all Additional Equipment ordered on the initial Call-up, prior to shipment of the product to the delivery destination.
- (i) **Installation Upon Request:** On-site installation must be available for all products to delivered within a radius of 100 km of any city or town with a population of at least 30,000 (except for areas subject to a CLCA. The Contractor must install the products if installation is requested in the Call-up. On-site installation includes product set-up at the installation site and ensuring that the products are functioning in accordance with the Technical Requirements and Specifications and the Product Details. The

Contractor is responsible for maintaining all work areas at the installation site(s) in a clean and tidy condition on completion of each day of work and on completion of acceptance, including the removal and disposal of all related packing material in accordance with industry standards and the Environmental Requirements. The installation of the product is subject to the firm installation price set out in the Best Value Grid on the date of the Call-up.

- (j) **Additional User Manuals:** The Contractor agrees to supply additional user manuals at the price set out in the Annex "D" – Basis of Payment.
- (k) **Exercising Options to Supply Optional Additional Quantities:** If this Contract was issued following a Request for Volume Discount (RVD) process under the Standing Offer, options to purchase additional quantities specified in the Contract may be exercised through amendments to the Contract at any time within the time frame specified in the Contract. Canada is under no obligation to purchase any optional quantities. Changes to the contract can only be made through a contract amendment issued by the Standing Offer Authority.
- (l) **Substitution of Products:** If this Contract was issued following a Request for Volume Discount (RVD) process under the Standing Offer, and if Canada exercises its option to purchase additional quantities specified in the Contract and the product has, since the time the Contract was issued, been the subject of a substitution under the Contractor's Standing Offer, the Contractor may notify the Standing Offer Authority and substitute the product currently listed on the Contractor's Standing Offer that meets the specifications of the Contract; however, the Contractor must supply the substituted item at the original price provided for in the Contract. Substitutions will only be permitted if and when Canada exercises its option to purchase additional quantities; for greater certainty, substitutions will not be permitted for the delivery of the original quantities required to be delivered under this Contract.

### 3.3 Compatibility Sub-Test

For any Call-up of five (5) facsimiles or more, an Identified User or the Standing Offer Authority may specify in the Call-up that the Contractor provide a facsimile in the configuration(s) required for a compatibility sub-test, prior to delivery of the products, to determine whether the ordered product(s) will meet the Identified User's compatibility requirements. To complete these tests, the Contractor must deliver and set up the facsimile within 3 working days at any location designated by Canada, within a radius of 100 km of any city or town with a population of at least 30,000 (except for areas subject to a CLCA, designated by Canada). The facsimile provided or compatibility sub-testing will be delivered and set-up at no additional cost to the Identified User.

The products delivered for testing must:

- (a) Be configured in accordance with the Identified Users actual requirements;
- (b) Be loaded with all necessary drivers; and
- (c) Be compatible with the specific hardware, network or software requirements identified by the Identified User or the Standing Offer Authority at the time notice of testing is given to the Contractor.

If the testing indicates that some upgrades/changes (for example, to the drivers or firmware) are required, Canada will work with the Contractor to resolve these issues, provided they are reasonable within a reasonable period. If testing demonstrates that a

product is not compatible with the Identified User's particular environment, the Call-up may be cancelled in its entirety and the next highest ranked Active Offeror will be considered, for the purposes of the Call-up limitations, to have the product with the best cost per page ranking.

If the test unit provided is new and is to be delivered to the end-user's location, and if it is agreed upon with the Identified User, the test unit may be considered as the first unit of the subsequent delivery. Once compatibility is assured, arrangements will be made for delivery of the rest of the order.

### **3.4 Inspection and Acceptance**

Products and its supply, delivery, configuration; including ancillary equipment, required software, user manuals (as specified in the Call-up); one-year Warranty Services, and/or product installation (if required in the Call-up), is subject to inspection and acceptance by the Identified User in accordance with Supplemental General Conditions 4001 (2013/01/28).

Inspection and acceptance of the products will be done at each destination by the Identified User to ensure that the products meet the Technical Requirements and Specifications and conform to the Product Details (including configuration and compatible operation with the Identified User's network using the Licensed Software) and any additional technical specifications described in the Call-up.

If the delivered product does not correspond to the listed product (including configuration), or Additional Items offered under the Standing Offer or otherwise specified in the Call-up, or if the product does not meet the Technical Requirements and Specifications described in Annex B and the Call-up, the Contractor will be in default of this Contract and Canada may reject the product or require correction at the sole expense of the Contractor before accepting them.

No payment for any product or service is due under the Contract unless the work is accepted. No restocking fees or other charges will apply to products that are not accepted.

Canada will notify the Contractor on the day that the Products are accepted when the Contractor has completed configuration and, if requested, installation and all other terms of this Contract, other than providing the Warranty Services and any other work which is scheduled under this Contract to be performed after the start of the Warranty Period (the "Acceptance Date").

If the Identified User is the Department of National Defence, the Contractor must, upon request at no additional cost to Canada, submit form CF-1280, "Certificate of acceptance and Release", as detailed in the Call-up, following completion of acceptance.

### **3.5 Discounts for Late Deliveries and Reimbursement of Reprocurement Costs**

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

If the Contractor 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 Contractor with additional time to make balance of the delivery, the Contractor 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 this Contract is terminated by Canada for default, the Contractor must reimburse Canada for any difference in cost between the price of the products and the cost of procuring the products from another supplier.

To collect the liquidated damages, Canada has the right to hold back, drawback, deduct or set off from and against any money Canada owes to the Contractor from time to time.

Nothing in this article limits the rights and remedies to which Canada is otherwise entitled under this Contract, the Standing Offer, or the law.

#### **4. Payment**

##### **4.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex D - Basis of Payment for a cost as indicated in the Call up. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

If the product is delivered to a province that has in place a provincially legislated electronics disposal surcharge, all Standing Offer prices are exclusive of this surcharge (if applicable) unless otherwise indicated. The surcharge is extra to the price and will be paid by Canada to the Contractor who will bear full responsibility for remitting any such surcharges to the appropriate authority.

The Contractor will not add any surcharge for payment by credit card.

If the Contract is being performed by an Authorized Agent on behalf of the Contractor, Canada is entitled to forward payment either to the Contractor or to its Authorized Agent that performed the work. Receipt by the Authorized Agent of payment will be deemed to be receipt by the Contractor of such payment.

##### **4.2 Limitation of Expenditure**

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.

##### **4.3 SACC Manual Clauses**

H1000C (2008/05/12) Single Payment

##### **4.4 Payment by Credit Card**

The following credit card is accepted: \_\_\_\_\_. **OR**

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

## **5. Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

By submitting invoices, the Contractor 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, including any changes for work performed by subcontractors.

The Contractor must provide the original copy of each invoice to the Identified User or Invoicing Contact listed in the Call-up.

All invoices must contain at a minimum:

- (a) Product model and serial number
- (b) Part number(s) of any Additional Equipment
- (c) Detailed description of any additional professional services (if applicable)
- (d) Destination address
- (e) Installation date and commitment period or warranty services provided (if applicable)
- (f) Standing Offer prices
- (g) Total billing for the invoice period

The company submitting the invoices pursuant to any given Call-up must be the same as the company to whom the Call-up is placed. Invoices must not be sent to a client from a third party not named in the Call-up.

## **6. Warranty Services**

In addition to and notwithstanding General Conditions 2030 (201/06/26) and the Supplemental General Conditions 4001(2013/01/28), the Contractor agrees to provide the following Warranty Services:

### **6.1 Warranty Period**

The Warranty Period that the Contractor must provide will all products is one (1) year, unless the Identified User purchases an upgrade to the standard warranty (either at the time of purchase of the product(s) or at any time before expiry of the initial one-year warranty).

### **6.2 Beginning of Warranty Period**

The Warranty Period begins on the Acceptance Date for each product (and, therefore, the Warranty Period may begin on different dates for different products under this Contract, if they were delivered and/or accepted on different dates).

### **6.3 Change in Identified User**

The Contractor's obligation to provide the Warranty Services will not be affected by any change in the Identified User of the product(s).

### **6.4 Parts**

The Contractor guarantees that all parts and technical materials required to provide the Warranty Services will be available for five (5) years from the date of the Call-up. All parts supplied by the Contractor in performing any maintenance services must be new, unused or certified equal quality.

## **6.5 Warranty Service Calls**

Identified Users may contact:

- (a) The Contractor's single toll-free Maintenance Dispatch Number (which must accept service calls from all Identified Users, anywhere in Canada, during the hours of 08:00 to 17:00 across all time zones across Canada, Monday through Friday, excluding statutory holidays); or
- (b) Any service outlet identified by the Contractor at the telephone number provided in Annex "E" - Sales and Service Network (which must accept service calls from all Identified Users, anywhere in Canada, during the hours of 08:00 to 17:00 in the local time where the service outlet is located, Monday through Friday, excluding statutory holidays).

## **6.6 Warranty Services Included in Product Price**

The cost of all parts, shipping, labour, travel and any other related costs associated with the Warranty Services are included in the unit price of the product(s) and no payments will be made for the Warranty Services, regardless of the location from which the Warranty Services are provided.

## **6.7 Remedial Maintenance**

The Contractor must perform remedial maintenance services, as and when requested by Identified Users. When Canada requests remedial maintenance, the Contractor's service representative must respond within 24 hours. Service response time does not include Saturdays, Sundays or statutory holidays. Calculation of service response time for Hot Swap and On-Site Warranty Services are detailed in 6.9 and 6.10.

## **6.8 Warranty Service**

A minimum of one year of On-Site Warranty Service must be provided for all Facsimiles if they are located in Canada within a radius of 100 km of any city or town with a population of at least 30,000 (except for areas subject to a CLCA), unless service to these other areas is within the scope of the Contractor's or the manufacturer's standard warranty for the facsimile model.

Outside of this radius, if agreed by the Identified User in writing, Hot Swap Warranty Service may be provided within the geographic radius instead of On-Site Warranty Service, either on a per-service-call basis or throughout the Warranty Period for the Facsimile.

## **6.9 Description of Hot Swap Warranty Service**

Where a Warranty Service call is made that cannot be resolved by telephone and Hot Swap Service applies, the Contractor must, within 24 hours, send to the Identified User, postage paid, a replacement product that is substantially equal to the product being replaced, in that it is of similar age or better and able to perform all functions of the product being replaced. Upon receipt of the replacement product, the Identified User will return the defective product to the Contractor or manufacturer, as applicable, in appropriate packaging with the shipping paid by the Contractor. If the Identified User is not satisfied that the replacement product is substantially equal, the Contractor must supply another replacement. The Contractor must continue to provide the Warranty Services for the replacement product.

Service response time for Hot Swap Warranty Services is calculated from the time the Contractor, its Authorized Agent or Service Outlet has been notified by the Identified User until the replacement product arrives on site.

#### **6.10 Description of On-Site Warranty Service**

The Contractor must perform the On-site Warranty Services during the Principal Period of Maintenance (PPM), which is defined as the continuous period during the hours of 08:00 to 17:00 (local time in all time zones across Canada), Monday through Friday, excluding statutory holidays.

Upon commencing maintenance services, the technician must work continuously throughout the PPM until the product is returned to operation in accordance with the Technical Requirements and Specifications and the Product Details or until notified by Canada to suspend the work.

If, after arrival by the Contractor's technician on site, the Contractor determines that it cannot repair the product within two (2) working days, then the Contractor must provide a loaner unit, similarly equipped as the Product being repaired, at no charge, within three (3) working days of making this determination. A product being replaced or any of its components which contain the Identified User's information will be securely erased prior to removal from the Identified User's site, or the product or applicable component will be left in the possession of the Identified User.

The Identified User must be permitted to keep the loaner unit until the original product is repaired and returned in working condition to the Identified user. The Contractor must provide restoration and hardware-specific configuration on the loaner equipment and upon return of the original Product.

The Contractor must continue to provide Warranty Services for any part of any delivered product that is repaired, replaced or otherwise made good as part of the Warranty Services for the remainder of the Warranty Period that applied to the original product.

Service response time for On-Site Warranty Services is calculated from the time the Contractor, its Authorized Agent or Service Outlet has been notified by the Identified User until the Contractor's technician arrives on site, regardless of the location from which the maintenance services are provided.

#### **6.11 Software Support**

The Licensed Software must be to the latest version released, unless otherwise specified, and must be provided with the standard software publisher's warranty and customer support. The Contractor must specify the duration and level of coverage of the software publisher's standard warranty (e.g., one-year hotline support).

#### **6.12 Maintenance Reports**

For each Warranty Service, a Warranty Service maintenance report must be prepared by the Contractor's technician. It must include the following:

- (a) Standing Offer and Call-up number;
- (b) Identified User's name, telephone number and location;
- (c) Date and time of receipt of call and which service outlet received the call;
- (d) Dispatch date and time;
- (e) Product type and serial number;
- (f) Site arrival/departure date and time;
- (g) Reason for call;

- (h) Action taken/service performed, including list of parts replaced/installed; and
- (i) Technician's name and signature.

### **6.13 Language of Services**

The Contractor must provide Warranty Services in the Official Language(s) in use in the area of service.

### **6.14 Site Regulations (On-site Services)**

SACC Manual Clauses A9062C (2011/05/16) Canadian Forces Site Regulations

SACC Manual Clauses A9068C (2010/01/11) Government Site Regulations

### **6.15 Licensing**

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor will be responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license, or certificate to Canada.

### **6.16 Safety Regulations and Labour Codes**

The Contractor must adhere to all safety rules, regulations and labour codes in force in all jurisdictions where the Work is to be performed.

### **6.17 Remedies Following Unacceptable Levels of Service**

To ensure a continuing acceptable level of service for the Identified User's workload, the Contractor agrees that Canada may exercise the following remedial actions.

The failure of Canada to exercise any or all of the following remedies does not mean that the service received conforms with the applicable mandatory requirements, nor will that failure lower the level of service acceptable for any portion of the Standing Offer.

The Contractor will not be responsible for any deficiencies arising from any use of the equipment by the Identified User that is inconsistent with practices or procedures published by the OEM or any other procedure previously published by the Contractor and accepted by the Identified User.

It is not the intention of Canada to enforce the following remedies for situations resulting from acts of God, civil insurrection, or in general, factors beyond the reasonable control of the Contractor.

Application of any of the remedies detailed below in one or more instances will not prevent Canada from terminating for default in any instance of nonconformity with the terms of the Standing Offer. The application of any remedy will not result in any increase in liability to Canada.

#### **6.17.1 Process to Claim Remedy**

The Identified User must claim the applicable remedy, in writing, within 30 days from the time that the failure resulting in the application of the remedy could reasonably be discovered by the Identified User.

Any such claim for a remedy must include reasonable documentation to support such claim.

Where the application of any remedy results in a financial benefit in favour of Canada, then such financial benefit will be applied as a credit to the applicable invoice for the maintenance billing period following the billing period in which the claim was received by the Contractor. Canada has the right to hold back, drawback, deduct or set off from and against any money Canada owes to the Contractor from time to time.

Where the application of any remedy requires the Contractor to replace equipment, then such replacement equipment must be installed within 24 hours of receipt of the claim, by the Contractor.

Where the application of any remedy requires the Contractor to provide additional reports or other documentation, then such reports or other written documentation must be provided within 30 days of receipt of the claim, by the Contractor.

### **6.17.2 Definitions**

"Remedial Equipment Failure" means any equipment malfunction that requires remedial maintenance to be provided by the Contractor in order to make the equipment operational.

"Unscheduled Equipment Outage" means the period of time that equipment is unavailable to the Identified User where such unavailability is caused by a Remedial Equipment Failure. Such period will commence when the Contractor is informed of the Remedial Equipment Failure in accordance with the Standing Offer.

### **6.17.3 Actual Remedies**

- (a) Excessive Equipment Failure: In the event any given product has 3 or more Remedial Equipment Failures in a 30 day period, then the Contractor must replace the product with same or like equipment.
- (b) Failure to Respond to Remedial Equipment Failures: In the event that the Contractor fails to provide trained and qualified service personnel to undertake remedial maintenance, within the response times specified in the Standing Offer, in more than 10% of occurrences measured over a 30 day period of the number of times such services were required in accordance with the individual Call-up; then, the Contractor must provide a Remedial Action Plan to the Identified User to identify what steps will be taken by the Contractor to remedy the situation.

### **6.18 Technical Support**

The Contractor must provide the telephone and Internet-based technical support services throughout the Warranty Period, either directly or through the manufacturer.

The Contractor must have a toll-free bilingual technical support telephone number, available during the hours of 08:00 to 17:00 (local time in all time zones across Canada), Monday through Friday, excluding statutory holidays. This number must be accessible to any Identified user, anywhere in Canada, during the Warranty Period and must be staffed by qualified, full-time, dedicated staff who are knowledgeable about the products.

The Contractor must provide Internet-based technical support providing, at a minimum, message areas for technical assistance and problem diagnosis.

The Contractor must ensure that its technical support hotline telephone number and web site URL detailed in Annex "E" – Sales and Service Network is up to date.

#### **6.19 Escalation Plan**

The Contractor must maintain an identified escalation plan. The Contractor's escalation plan with respect to Warranty Services is detailed in Annex "E" – Sales and Service Network. Any changes to the escalation plan must be approved by the Standing Offer Authority.

### **7. Quality Management**

The Contractor must have in place an auditable quality management process to ensure that the requirements of the Standing Offer are being met. The process must focus on product delivery, configuration, installation, Warranty Services, client satisfaction, and the timely provision of required reports.

### **8. SACC Manual Clause**

B1501C (2006/06/16) Electrical Equipment  
B7500C (2006/06/16) Excess Goods  
G1005C (2008/05/12) Insurance

#### **8.1 Insurance**

The Standing Offer Authority or Identified User making a Call-up may, in its discretion, 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 Standing Offer Authority or Identified User.

### **9. Limitation of Liability - Information Management/Information Technology**

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this section, even if it has been made aware of the potential for those damages.
2. First Party Liability:
  - a. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
    - i.any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
    - ii.physical injury, including death.

- b. The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- c. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- d. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (a) above.
- e. The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
  - i. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including Applicable Taxes) for the goods and services affected by the breach of warranty; and
  - ii. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (ii) of the greater of 0.50 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph (e) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

- f. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

3. Third Party Claims:

- a. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- b. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (a), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible

personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

- c. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

**10. Shipping Instructions – Delivery at Destination**

Goods must be consigned to the destination specified in the Contract and delivered Delivered Duty Paid (DDP) to any location in Canada Incoterms 2000 for shipments from a commercial contractor.