

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

## Bid Receiving - PWGSC / Réception des soumissions - TPSGC

**11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776**

## Request For a Standing Offer Demande d'offre à commandes

### Regional Master Standing Offer (RMSO)

## Offre à commandes maître régionale (OCMR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

## Comments - Commentaires

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Electrical & Electronics Products Division  
11 Laurier St./11, rue Laurier  
7B3, Place du Portage, Phase III  
Gatineau, Québec K1A 0S5

<b>Title - Sujet</b> Audio Visual RFSO (PSAB)	
<b>Solicitation No. - N° de l'invitation</b> E60HN-15PSAB/A	<b>Date</b> 2015-11-04
<b>Client Reference No. - N° de référence du client</b> E60HN-15PSAB	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$HN-307-68272
<b>File No. - N° de dossier</b> hn307.E60HN-15PSAB	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-12-03</b>	
<b>Delivery Required - Livraison exigée</b>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Moore, Brian	<b>Buyer Id - Id de l'acheteur</b> hn307
<b>Telephone No. - N° de téléphone</b> (819)420-0338 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

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

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

The Annexes include the Requirement and other more specific details related to the document.

### **2. Set-Aside Under the Federal Government's Procurement Strategy for Aboriginal Business (PSAB)**

This procurement is set aside under the federal government's Procurement Strategy for Aboriginal business, as detailed in Annex 9.4, Requirement for the Set-aside Program for Aboriginal Business, of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses.

Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

### **3. Summary**

The Standing Offers, (SO) are for the supply of Audio Visual (AV) equipment (Consumer and Industrial) including AV professional services classified in the categories and sub-categories detailed in Annex "A" - Requirement, Section 1 - Allowable Goods and Services and further defined in Annex "B". The rental of Audio Visual equipment is not applicable to this SO.

**3.1** The Request for Standing Offers will facilitate the procurement of frequently purchased AV equipment. Regional Master Standing Offers will be issued to qualified Offerors in the following six regions individually: (Atlantic, Quebec, NCR, Ontario, Western and Pacific).

The AV equipment offered through the Standing Offers will be divided into 7 main AV equipment categories. Each category will further be divided into specific sub-categories. Manufacturers will direct their products to be categorized, for the purpose of the RFSO, into the most logical and appropriate Equipment Sub-Categories. The Manufacturer and equipment sub-categories will form the framework for Offeror discount submissions and

eventually the rankings by equipment sub-category and Manufacturer of the Offerors. See Part 7, section 8. Call-up Procedures and Annex "D" for instructions on how to purchase AV equipment and/or services using the AV SO.

**3.2** 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, IV and V of the Financial Administration Act, R.S.C. 1985, c. F-11. The Identified Users authorized to make call-ups against the Standing Offer include any Government Department, Departmental Corporation or Agency, or other body of the Government of Canada (including all those described in the Financial Administration Act, as amended from time to time) or any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act.

Note; Section 7 of the Financial Administrative Act removes the requirement for the Canadian Revenue Agency from the administrative contracting policies set by the Treasury Board. As a result, the Canadian Revenue Agency is not obligated to follow the procedures of the AV SO and may follow its own internal procurement procedures.

**3.3** Standing Offers will be issued to allow completion of the Manufacturer Product Price Lists (MPPL). The MPPL is a list of products available for purchase. This list includes the model number, list price and indicates if the item is a green product. The MPPL will be used to verify the items available through the AV SO and to provide the Manufacturer Suggested Retail Price (MSRP) for those items. Once the MPPL are complete and published, Standing Offers will be issued and the one-year term of the Standing Offer will commence. This RFSO includes one (1) - one (1) year option period.

**3.4** Offerors will be evaluated on a regional basis across the six (6) regions identified above. Offerors are not required to duplicate and bundle together all RFSO requirements individually for each region for which they are offering. Offerors are simply required to fulfill all RFSO requirements as outlined and to select regional preferences wherever requested.

**3.5** As per the Integrity Provisions under section 01 of Standard Instructions 2006, Offerors must provide a list of names of all owners and/or directors and other associated information as required. Refer to sections 4.2.1 of the Supply Manual for additional information on the Integrity process.

**3.6** This requirement is subject to the provisions of the Agreement on Internal Trade (AIT)

#### **4. Debriefings**

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

## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The 2006 (2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days  
Insert: ninety (90) days

### **2.2 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.

### **2.3 Enquiries - Request for Standing Offers**

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

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

### **2.4 Applicable Laws**

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Offerors.

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

Suppliers downloading a copy of the solicitation document will also have the opportunity to download all the documents and spreadsheets needed to supply RFSO submission data.

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

Section I: Technical Offer (hard copies and soft copies as indicated in Part 4)

Section II: Financial Offer (hard copies and soft copies as indicated in Part 4)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (hard copies and soft copies as indicated)

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.

Percentage discounts must appear in the financial offer only. No percentage discounts 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 are encouraged to:

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

### **3.2 Offering as an Authorized Dealer or a Manufacturer**

An Offeror can either be an Authorized Dealer or a Manufacturer.

Authorized Dealers are prohibited from offering equipment manufactured under the Offeror's name.

Manufacturers are prohibited from offering equipment manufactured by other Manufacturers.

Standing Offers cannot be issued to both a manufacturer and that manufacturer's authorized dealers.

If in the event that during the RFSO evaluation process, Offers are received from both a manufacturer and that manufacturers authorized dealers, the manufacturer has the option of rescinding its own offer or the dealer authorization letters provided to its dealers.

### **3.3 Manufacturer Letters and Manufacturer's Suggested Retail Price (MSRP) Lists**

For each Manufacturer offered, Offerors must submit the applicable Manufacturer Authorization Letter template completed by the Manufacturer as well as a corresponding MSRP list in Canadian currency. MSRP price lists in a currency other than Canadian will render the offer for that Manufacturer non-responsive.

It is the Offeror's responsibility to obtain the co-operation of the highest ranking Distributor(s) and/or Manufacturer representative to ensure the Offeror submits the same information on its authorization letters and the same price list as other Offerors.

If the equipment sub-category data on authorization letters and/or the MSRP lists from a particular Manufacturer are not consistent from each of its dealer's offers, the equipment discount percentages offered cannot be evaluated fairly. For this reason PWGSC may seek clarification directly from the Manufacturer, but is not obligated. If discrepancies in the letters and/or MSRP price lists exist, PWGSC has the right to reject all or some of the Offeror submissions (specific to the Manufacturer/equipment sub-category in question) not meeting the requirements outlined above regardless if the Manufacturer has or has not been contacted for clarification.

Where a Distributor, and not a Manufacturer, has sole and exclusive rights to grant dealer authorizations set national pricing and to promote and supply Manufacturer's products across Canada, the Distributor may act on behalf of the Manufacturer to provide all the necessary RFSO dealer authorization letters and MSRP list.

### **3.4 Manufacturer Product List Building**

Following the issuance of the Standing Offer's, a product price list building process will take place where Offerors identified by the Manufacturer and selected by PWGSC will assist in building product price lists for each Manufacturer. Those same Offerors will be responsible for updating the product list and forwarding it to PWGSC.

These simplified, reusable and easily updated product price lists will be used as quote and call-up price verification tools by Identified Users.

Product Lists for each Manufacturer will be located on the PWGSC Publiservice web site.

For detailed information regarding the product price list building submission refer to Annex "J" - Product Price List - Building Submission.

#### **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**

The Offerors must submit their financial offer in accordance with the Basis of Payment. The Offeror must submit firm percentage discounts based on manufacturer suggested retail pricing in Canadian dollars, DDP Incoterms® 2000 for the various delivery destinations within any (1) of the six regions of Canada defined in Section 3.0 of Annex A excluding Applicable Taxes but including all other costs such as, but not limited to, fees of all sorts, customs duties, excise tax and freight charges to the point(s) of delivery. The discounts offered are firm for the period of the resulting Standing Offers.

### **3.5 Exchange Rate Fluctuation**

Exchange rate fluctuation protection is not offered for this requirement. Any request for exchange rate fluctuation protection will not be considered and will render the offer non-compliant.

#### **Payment of Invoices 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.

### **Section IV: Additional Information**

Offerors must submit the following additional documents:

#### **3.6 Environmental Performance Considerations (1 hard copy) (1 CD-ROM or USB Key)**

Canada is committed to protecting the environment by incorporating environmentally responsible principles and practices into its operations, and promoting environmental stewardship by integrating environmental performance considerations into the procurement process.

In accordance with this initiative, Offerors are asked to provide information regarding their environmentally preferable/"green" practices and green products and services they provide. This information will not be used in evaluation and is for information purposes only. However, completing and submitting the Environmental Performance Criteria questionnaire as part of your offer is a mandatory requirement. Future Request for Standing Offer's will include more stringent environmental criteria in accordance with the Government of Canada's Green Procurement Policy.

- When submitting the Environmental Performance Criteria, Offers must complete the questionnaire using the 2015 AV SO Environmental Performance Criteria Questionnaire, available as a downloadable MS Word document.
- A sample of the questionnaire for reference only, is provided at Annex "I"

If any of the above requested information is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

#### **3.7 Former Public Servant (1 hard copy)**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, Offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

### **Definitions**

For the purposes of this clause,

"Former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;

- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"Lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"Pension" means, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Offeror a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. Name of former public servant;
- b. Date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental web sites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### **Work Force Reduction Directive**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Offeror must provide the following information:

- a. Name of former public servant;
- b. Conditions of the lump sum payment incentive;
- c. Date of termination of employment;
- d. Amount of lump sum payment;
- e. Rate of pay on which lump sum payment is based;
- f. Period of lump sum payment including start date, end date and number of weeks;
- g. Number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

### **3.8 Audio Visual Services Labour Rates (1 CD-ROM or USB key)**

PWGSC is requesting as part of the RFSO, the hourly rates of the Audio Visual services categories as defined in Annex "A", Section 1.1. Allowable Audio Visual Services.

- Submitting hourly services rates is optional,

- When providing service rates, Offerors must provide a firm hourly per-person rate, using the 2015 AVSO Service Rates template, available as a downloadable Excel document. Day rates, or rates for multiple quantities of technicians are prohibited,
- Offerors are permitted to submit unique hourly rates by region for each service category; and,
- The submitted hourly service rates will be depicted in the Offerors Annex "C" - Hourly Service Labour Rates and List of Authorized Dealers (if applicable).

For Manufacturers making an AV SO offer and wanting to provide services through the Standing Offer, the Offeror must submit one (1) 2015 AVSO Service Rates template for each of its authorized dealers. Upon being issued a Standing Offer, these templates collectively will form as the list of authorized dealers located in Annex "C". Offerors may at any time delete an authorized dealer from its list. Offerors are prohibited from adding new authorized dealers during the Standing Offer period.

For Manufacturers making an AV SO offer and not wanting to provide services or the applicable list of authorized dealers, the Offeror is not required to submit a 2015 AVSO Service Rates template for any or all of the distributors.

The rates of all compliant Offerors will be consolidated into one spreadsheet called the Summary of Services Rates (SSR). The SSR spreadsheet will be made available to all Identified Users directly from the AV Standing Offer authority and the internal government web site tools.

## **Part 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical, financial evaluation criteria and certifications.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) Only after successful compliance with mandatory requirements, will Offerors have their financial offer evaluated.
- (d) Offers will be evaluated for each of the six (6) regions separately. Standing Offers will be issued on a regional basis.
- (e) All Offers must be completed in full and provide all of the information requested in the RFSO document to enable full and complete evaluation.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

The following mandatory requirements will be taken into consideration in the evaluation of each offer:

1. Offerors must submit a completed Annex "G" - Offeror's Profile (1 hard copy)
2. Manufacturer Authorization Letters (1 original hard copy and 1 photocopy):

Offerors must submit a Manufacturer's authorization letter as per the following instructions:

- The 2015 Manufacturer Authorization Letter templates, available as downloadable documents, must be used. Previous versions of the Manufacturer Authorization Letter templates will not be evaluated;
- The wording of the Manufacturer Authorization Letter templates must not be modified and must be used in their entirety to create the Manufacturer Authorization Letters supplied in your offer;
- The Manufacturer's letters must be original, under the letterhead of the Manufacturer, signed by the highest-ranking authorized representative available and should have the absolute authority to designate agents / Distributors. Facsimile versions will not be accepted. Scanned original authorization letters are acceptable;
- The Manufacturer name indicated in [Box # 1] only, must match the Manufacturer name submitted in the Offeror Submission Table. If the Manufacturer name supplied in the Offeror Submission Table does not match the Manufacturer name in [Box # 1] of the applicable Manufacturer authorization letters, the offer for that Manufacturer will be considered non-responsive.
- Offerors are responsible for providing to the Manufacturers, the Manufacturer Authorization Letter Instructions found in Annex "F" along with the applicable E60HN-15AVSO Manufacturer letter templates.
- If the Offeror is an authorized dealer of the Manufacturer, the Offeror must submit the following Authorization Letter:
  - Template 1 – "Manufacture authorizes Offeror";
- If the Offeror is an authorized dealer and the Manufacturer has designated absolute product authority across Canada to an exclusive Distributor to act on behalf of the Manufacturer, the Offeror must submit the following two (2) Authorization Letters:
  - Template 2 - "Distributor authorizes Offeror" and;
  - Template 3 - "Manufacturer authorizes Distributor";
- If the Offeror is a Manufacturer they must submit the following Authorization Letter:
  - Template 4 - "Offeror is the Manufacturer (MFRG)";
- Manufacturer authorization letters must be provided to support each Manufacturer, region and equipment sub-category for which percentage discounts are supplied in the Offerors, Offeror Submission Table.

- The Offeror is requested to organize their Manufacturer authorization letters alphabetically by manufacturer name.

## **4.2 Financial Evaluation**

### **4.2.1 Mandatory Financial Criteria:**

All Offerors must provide in their financial offer, a discount percentage for each Manufacturer/equipment sub-category of Main Devices being offered. Offerors must include in their Financial Offer, the following:

- 1. 2015 Offeror Submission Table** (1 CD-ROM or USB key) and (1 hard copy) - may be printed on paper format larger than 8.5 x 11 inch).

Offerors must supply all Manufacturer/equipment sub-category discount percentage offered in an electronic format using the 2015 Offeror Submission Table available as a downloadable Excel spreadsheet. All Manufacturer/equipment sub-category discounts for all manufacturers submitted must be supplied in one Excel spreadsheet. The hard copy is requested to be printed landscape and/or have its font size or overall scale reduced in order to display all columns of the spreadsheet. It may be printed on paper format larger than 8.5 x 11 inch.

Discount percentages must be based on a Canadian currency Manufacturer Suggested Retail Price (MSRP) list supplied by the Manufacturer OR if the Manufacturer has granted sole and exclusive Canadian wide authorization to a Distributor, one (1) Manufacturer authorized Distributor.

Main device percentage discount submissions, will be used to rank the compliant offers.

An Offeror cannot provide a percentage discount for a Manufacturer/equipment sub-category that has not been indicated by the Manufacturer on the Manufacturer authorization letter. An Offeror can however, choose not to provide a percentage discount for regions or Manufacturer/equipment sub-categories indicated on a Manufacturer authorization letter;

If an Offeror offers a percentage discount for a Manufacturer/equipment sub-category that does not include hardware devices that clearly and logically fall within the allowable products guidelines provided in Annex "A", the percentage discount offered for that Manufacturer/equipment sub-category will be considered non-responsive and will not be evaluated.

The required input fields of the 2015 Offeror Submission Table are as follows:

- Region
- Equipment Sub-category
- Manufacturer
- Device % discount
- Accessory % discount
- Price list version or issue date

For detailed input field instructions refer to Annex "E", part 7, 2015 Offer Submission Table Instructions

### **2. Manufacturer Price List** (CD-ROM or USB key)

The price lists required here are the dealer used price lists supplied by Manufacturers and should not be confused with the Manufacturer Product Price Lists built later specifically for posting on the PWGSC SO website and requested in Part 3, section 2.

**Offerors must submit a Manufacturers MSRP Price List as per the following instructions:**

- The price lists must be sourced from the manufacturer (or the manufacturer authorized sole Canadian Distributor);
- The price lists must be in Canadian currency;

- The Offerors must submit an electronic copy only (CD-ROM or USB key) of the Manufacturers price list, for each Manufacturer they are providing a percentage discount offer.
- Each disc or USB key may contain multiple Manufacturer MSRP price lists.
- Each disc must be labelled with:
  - The Offerors name;
  - The Manufacturer names of the price lists included, and;
  - The number of the disc; (for example: disc 1 of 3, 2 of 3, 3 of 3)
- Each USB must be in a small envelope labelled with:
  - The Offerors name;
  - The Manufacturer names of the price lists included, and;
  - The number of the USB if there are multiple; (for example: USB 1 of 3, 2 of 3, 3 of 3)
  - Printed manufacturer price lists are not required.

#### 4.1.3 Pricing Basis

The Offerors must submit their financial offer in accordance with the Basis of Payment. The Offeror must submit firm percentage discounts based on manufacturer suggested retail pricing in Canadian dollars, DDP Incoterms® 2000 for the various delivery destinations within any (1) of the six regions of Canada defined in Section 3.0 of Annex A excluding Applicable Taxes but including all other costs such as, but not limited to, fees of all sorts, customs duties, excise tax and freight charges to the point(s) of delivery. The discounts offered are firm for the period of the resulting Standing Offers.

#### 4.2 Basis of Selection

An offer must comply with the requirements of the RFSO and meet all mandatory technical and financial evaluation criteria to be declared responsive.

For a responsive Offeror to be recommended for an SO, individually, within each of the six regions, the responsive Offeror must rank as one of the 3 highest percentage discounts, in at least 6 different Manufacturer/equipment sub-categories covering a minimum of 4 different main equipment categories. The only exceptions are the following:

- For offers for the equipment sub-categories Control and Automation Systems, Non-proprietary AV Rack Systems, Non-proprietary AV Mounts and Projection Screens, the 7 highest percentage discounts per Manufacturer will be recommended for SO award.
- In the case of identical percentage discounts more than 3 (or 7 as applicable) Offerors may be recommended for an SO for each Manufacturer equipment sub-category. For example:
  - When Offerors submit identical first highest percentage discounts. Each of these Offerors will be selected. There is no limit to the number of identical first highest percentage discounts. For example:

Manufacturer	Percentage discount	Offeror
X	5.25	A
X	5.25	B
X	5.25	C
X	5.25	D

In this example, since the maximum number of ranked percentage discounts has been exceeded, second and third highest percentage discounts are not included and cannot be included as one of the 6 rankings needed in order to be recommended for SO issuance.

- When Offerors submit identical second highest percentage discounts. Each of these Offerors will be selected. There is no limit to the number of identical second highest percentage discounts. For example:

Manufacturer	Percentage discount	Offeror
X	5.25	A
X	5.20	B
X	5.20	C
X	5.20	D

In this example, since the maximum number of ranked percentage discounts has been exceeded, third highest percentage discounts are not included and cannot be included as one of the 6 rankings needed in order to be recommended for SO issuance.

- When Offerors submit identical third (or seventh as applicable) highest percentage discounts. There is no limit to the number of identical third (or seventh as applicable) highest percentage discounts. Each of these Offerors will be selected. For example:

Manufacturer	Percentage discount	Offeror
X	5.25	A
X	5.20	B
X	5.16	C
X	5.16	D

In this example, since the maximum number of ranked percentage discounts has been exceeded, third highest (or seventh as applicable) percentage discounts are not included and cannot be included as one of the 6 rankings needed in order to be recommended for SO issuance.

## **PART 5 – CERTIFICATIONS**

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

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

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

### **5.1 Certifications Required with the Offer**

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

#### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to the Issuance of a Standing Offer**

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

#### **5.2.1 Integrity Provisions – List of Names**

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

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

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

#### **5.2.3 Set-Aside for Aboriginal Business**

1. This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4, Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.



2. The Bidder:

i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;

ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and

iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

3. The Bidder must check the applicable box below:

( ) The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

( ) The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

4. The Bidder must check the applicable box below:

( ) The Aboriginal business has fewer than six full-time employees.

OR

( ) The Aboriginal business has six or more full-time employees.

5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

7. If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

I am \_\_\_\_\_ (insert "an owner" and/or "a full-time employee") of \_\_\_\_\_ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-aside Program for Aboriginal Business".

I certify that the above statement is true and consent to its verification upon request by Canada.

\_\_\_\_\_  
Printed name of owner and/or employee

\_\_\_\_\_  
Signature of owner and/or employee

## **Part 6 - FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Financial Capability**

#### **SACC Manual Clauses**

<i>Reference</i>	<i>Section</i>	<i>Date</i>
M9033T	Financial Capability	2011-05-16

### **6.2 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex "H", Commercial General Liability Insurance. The Contractor must maintain the required insurance coverage for the duration of the Standing Offer. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under any resulting Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfil its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of issuance of the Standing Offer, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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

### **A. STANDING OFFER**

#### **7.1 Offer**

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

#### **7.2 Security Requirement**

There is no security requirement applicable to this Standing Offer.

#### **7.3 Standard Clauses and Conditions**

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

##### **7.3.1 General Conditions**

2005 (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **7.3.2 Standing Offer Reporting**

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts (Call-ups and equivalent electronic documents) resulting from the Standing Offer. All purchases paid for by a Government of Canada Acquisition Card must also be recorded.

The Offeror must provide this data in accordance with the Monthly Sales Reporting (MSR) requirements detailed in Annex "E", part 5, Monthly Sales Reporting. 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 an email indicating "sales in the month were zero".

The MSR must be submitted on a monthly basis to the AV Standing Offer authority, no later than 21 calendar days after the end of the reporting period.

##### **7.3.3 Standing Offer Product Updates**

The Offeror must provide PWGSC with accurate and up to date product information as per the Standing Offer Product Update process defined in Annex "E", part 6. Manufacturer Product Price List - Product Updates. It is intended that PWGSC will perform a product update approximately every 6 months with the option of performing additional updates at PWGSC's discretion.

#### **7.4 Term of Standing Offer**

##### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_.

##### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one-year period, under the same conditions and at the rates and discounts 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 AV Standing Offer authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the AV Standing Offer authority.

## **7.5 Authorities**

### **7.5.1 Standing Offer Authority**

The AV Standing Offer authority is:

Brian Moore  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Logistics, Electrical, Fuel and Transportation Directorate  
"HN Division"  
7B3, Place du Portage, Phase III  
11 Laurier Street  
Gatineau, QC  
K1A 0S5

Telephone: (819) 420-0338  
Facsimile: (819) 953-4944  
E-mail address: brian.moore@tpsgc-pwgsc.gc.ca

The AV Standing Offer authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified user.

### **7.5.2 Project Authority**

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

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### **7.5.3 Offeror's Representative**

Name and contact information of the person responsible for:

#### **Day to day call-ups and client product inquiries:**

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### **Standing Offer Management (main PWGSC contact for Standing Offer management)**

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

### **7.5.4 Offeror's Agents (if the Offeror is a Manufacturer)**

The Offeror confirms that the Authorized Dealers listed in Annex "C" entitled Hourly Service Labour Rates and (if applicable) List of Resellers are authorized to act on its behalf as its agent for the purposes of performing the

Work under Call-ups. The call-up must be in the Offeror's name, in care of the Authorized Dealer acting on behalf of Offeror.

Any payment made by Canada to an Authorized Dealer will be made to the Authorized Dealer acting on behalf of the Offeror and will be considered payment to the Offeror itself. This agency relationship (through which the Authorized Reseller 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 Resellers complete all Call-ups in accordance with their terms and conditions and that, if the Authorized Reseller fails to fulfill all the Call-up obligations, the Offeror must, upon written notification from the AV Standing Offer authority, immediately complete and fulfill those obligations directly at no additional cost to Canada. The Offeror agrees to inform the AV Standing Offer authority in writing of any changes in the list of its Authorized Resellers during the Standing Offer Period for a given Category and to remove any Authorized Reseller if requested to do so by the AV Standing Offer authority.

## **7.6 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. The Identified Users authorized to make call-ups against the Standing Offer include any Government Department, Departmental Corporation or Agency, or other body of the Government of Canada (including all those described in the Financial Administration Act, as amended from time to time) or any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act.

Note; Section 7 of the Financial Administrative Act removes the requirement for the Canadian Revenue Agency from the administrative contracting policies set by the Treasury Board. As a result, the Canadian Revenue Agency is not obligated to follow the procedures of the AV SO and may follow its own internal procurement procedures.

## **7.7 Websites and Support Documents for Identified Users**

The PWGSC Standing Offer Index (SOI) website will support the following documents as well as a link to the AVSO website for each Offeror:

- View Standing Offer : Provides the Standing Offer agreement and amendments document
- Related SO Information: Provides a link directly to the AV website containing sections dedicated to the AV SO Call-up Process, Supplier Listings, What's New, Product Category definitions, Frequently Asked Questions as well as access to Manufacturer Product Price Lists.
- View Tombstone: Provides quick reference tombstone data

The documents listed above are supplied for each Offeror and are made accessible by searching the SOI search engine through one of the following links:

<http://soi.pwgsc.gc.ca/app/index.cfm?Fuseaction=sim.search&altlang=-e>  
<http://soi.pwgsc.gc.ca/app/index.cfm?Fuseaction=sim.search&altlang=-f>

To facilitate a SOI search, only input:

- Your department,
- Your region and,
- Standing Offer number: E60HN-15AVSO

This will provide the entire list of Offerors in your region. Select the Offeror of choice and then from the 3 tabs on the right you can select to view one of the 3 documents listed above.

Identified Users may access general AV SO information as well as the Manufacturer Product Price Lists at the following Acquisition Branch web site:

<http://gcintranet.tpsgc-pwgsc.gc.ca/gc/app-proc/parcourir-browse/audiovisuel-audiovisuel/index-eng.html>  
<http://gcintranet.tpsgc-pwgsc.gc.ca/gc/app-proc/parcourir-browse/audiovisuel-audiovisuel/index-fra.html>

Over the term of the AV SO, new web site tools may be made available.

## **7.8 Call-up Procedures**

AV SO call-up procedures including sourcing suppliers and products, generating a 942 Call-up document, verifying quoted prices, the purchasing of main devices, accessories, incidentals and services, as well as travel related expenses are covered in detail in Annex "D".

### **7.8.1 Sourcing Suppliers and Products**

Identified Users will use the Ranking Summary to source the Offeror that offer the best overall value. Offeror ranked number 1 should be contacted, to facilitate product selection and to determine the Standing Offer price of required AV SO solutions. Detailed guidelines for achieving best overall value when purchasing single items, as well as integrated solutions, are outlined in Annex "D", part 1, How to Use the Ranking Summary to Select a Supplier.

## **7.9 Environmental Considerations**

The GoC commitment to green procurement supports Offerors who:

- Offer packaging that minimizes waste, is recyclable or is reusable;
- Have taken action to minimize transportation;
- Will take action to consolidate orders;
- Can provide inventory numbers for replacement parts when available;
- Participate in extended producer responsibility programs
- Provide all correspondence including (but not limited to) documents, reports and invoices in electronic format, or if correspondence is not provided in electronic format, double-sided printing in black and white is strongly encouraged, whenever possible.

Identified Users are encouraged to consider those Offerors by ranking who demonstrate the highest level of commitment to environmentally positive initiatives.

## **7.10 Comprehensive Land Claim Settlement Agreements (CLCA's)**

This Standing Offer is not to be used for deliveries within areas subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within these areas will have to be treated as a separate procurement.

## **7.11 Call-up Instrument**

To use the AV SO, the goods and/or services will be authorized or confirmed by the Identified user(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer or equivalent departmental electronic document regardless of value.

Equivalent departmental electronic document defined as:

- being automatically generated from a form or template;
- having an automatically generated, traceable, unique identifier or requisition number;
- having both a funding signature and an approval signature;
- not being a self generated e-mail.

### **7.11.1 Government Acquisition Cards (Credit Cards)**

Government Acquisition Cards (Credit Cards) must not be used to initiate a call-up. Using an approved PWGSC-TPSGC 942 Call Up Against a Standing Offer to issue a Call-up is a mandatory AV SO procurement procedure. Credit Cards are a method of payment that may be used only after AV SO procurement procedures have been followed. Credit Cards may be used, as an alternative method of payment, as identified within the Standing Offer.

## **7.12. Limitation of Call-ups**

For a single requirement, a call-up against this Standing Offer must not exceed \$400,000.00, including Applicable Taxes and final travel related expenses.

Individually, AV SO defined Services with or without AV SO equipment may be purchased up to a maximum value of \$25, 000,00 including Applicable Taxes as long as the \$400,000.00 single requirement limitation is not exceeded.

Installation labour will be permitted up to a maximum value not exceeding 100 percent of the pre-tax total value of all the equipment as long as the \$400,000.00 single requirement limitation is not exceeded.

The total value of a requirement is the sum of all AV products, AV services and final AV travel related expenses, to be purchase through the AV SO, including Applicable Taxes.

For this Limitation of Call-ups section, the definition of "requirement" is defined as a singular, documented, business or project need that is sourced from a single, approved formal document or initiative that defines all the necessary attributes, the scope and the goals of one project.

Requirements shall not be broken into a number of call-ups for the purpose of requisitioning pursuant to the Standing Offer.

### **7.13 Priority of Documents**

If there is a discrepancy between the wordings 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 (2015-09-03), General Conditions - Standing Offers - Goods;
- d) the general conditions 2010A (2015-09-03) - General Conditions - Goods, Services (Medium Complexity) and sections 05, 06, 16, 20 and 28 of 2010C (2015-09-03), General Conditions - Services (Medium Complexity) apply to and form part of the;
- e) A - Requirement
- f) B - Equipment sub-category Definitions
- g) G - Offeror Profile
- h) C - Hourly Service Labour Rates and List of Resellers (if applicable)
- i) D - Instructions and Procedures for Identified Users
- j) E - Instructions and Procedures for Offerors
- k) I - Environmental Performance Considerations
- l) J - Manufacturer Product Price List - Building Submission
- m) the Offeror's offer (insert date of offer).

### **7.14 Certifications**

#### **7.14.1 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 Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. 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.

### **7.15 Applicable Laws**

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





## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **7.1 Requirement**

The Contractor must provide the items detailed or perform the Work described in the call-up against the Standing Offer.

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

2010A (2015-09-03) General Conditions - Goods (Medium Complexity) and sections 05, 06, 16, 20 and 28 of 2010C (2015-09-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### **7.3 Term of Contract**

#### **7.3.1 Delivery Date**

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

### **7.4 Payment**

#### **7.4.1 Basis of Payment**

For the Work described in sections 1.0, 1.1 and 2.1.1 of the "Requirement" in Annex "A".

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a "firm price" for the Main Device and accessories as defined by and discounted by Manufacturer/equipment sub-category off MSRP, DDP Incoterms® 2000 for the various delivery destinations within any (1) of the six regions of Canada defined in Section 3.0 of Annex A excluding Applicable Taxes but including all other costs such as, but not limited to, fees of all sorts, customs duties, excise tax and freight charges to the point(s) of delivery; and firm hourly service rates excluding Applicable Taxes.

For the firm price portion of the Work only, 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.

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". All travel must have the prior authorization from the Identified User(s).

### **Special Pricing**

In addition to the Standing Offer pricing provided, special prices due to year end surplus manufacturing runs, special job lots, sales, etc., are to be made available as they occur if they are lesser than the posted Standing Offer price. This allowance is limited to Manufacturer/equipment sub-categories of products from Offerors ranked # 1. Any additional discounts offered must be offered to all Identified Users.

#### **7.4.2 Limitation of Price**

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

#### **7.4.3 Terms of Payment**

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

#### 7.4.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30) Direct Request by Customer Department  
SACC Manual clause M3800C (2006-08-15) Estimates

#### 7.4.5 Payment by Credit Card

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

OR

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

Government of Canada Acquisition Cards (credit cards) are a payment method only. All procedures, terms and conditions of the AV SO must be followed prior to paying with the credit card.

#### 7.6. Invoicing Instructions

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.

2. Invoices must show:

(a) the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);

(b) details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes);

(c) deduction for holdback, if applicable;

(d) the extension of the totals, if applicable; and

(e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

3. Applicable Taxes must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.

4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

#### 7.7 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "H", Commercial General Liability Insurance. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfil its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### 7.8 SACC Manual Clauses

SACC

Reference Title

Date

B1501C	Electrical Equipment	2006-06-16
B7500C	Excess Goods	2006-06-16
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
A9006C	DND only - Defence Contract	2012-07-16

#### **7.8.1 Incomplete Assemblies**

The Contractor must not ship incomplete assemblies unless the authorization for such shipment has been obtained before from the Project Authority.

#### **7.9 Shipping Instructions - Delivery at Destination**

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

## **ANNEX "A"**

### **REQUIREMENT**

This Standing Offer is for the supply of Audio Visual equipment (Consumer and Industrial). The Standing Offer will include hardware products and audio visual services as identified in Annex A, Section 1.0 - Allowable Goods, Section 1.1 - Allowable Audio Visual Services as well as Section 2.1.1 - Non-Allowable Goods - Exceptions.

The goods detailed in Section 2.0 - Non-Allowable Goods and Section 2.1 - Non-Allowable Services are prohibited from being purchased under any resulting Standing Offer.

Section 3.0 contains the geographic region definitions applicable to this Standing Offer.

#### **Section 1.0 - Allowable Goods**

Goods considered allowable must be Audio Visual Main Device or proprietary accessory equipment, openly designed and marketed for AV specific uses, approved by PWGSC and clearly fall into the Categories and Sub-Categories listed below:

2015 AVSO - 7 Main Equipment Categories and 18 Sub-Categories

#### **7 Main Equipment Categories**

#### **18 Sub-Categories**

- |   |  |
|---|--|
| 1) AUDIO Products:                      | Microphones, Microphones - Wireless<br>Recorders and Players<br>Sound Systems and Audio Conferencing equipment<br>Delegate Mic and Language Interpretation Systems |
| 2) AUDIO/VIDEO<br>Processing equipment: | Production and Editing<br>Signal Processing and Switching  |
| 3) VIDEO Products:                      | Camcorders<br>Professional Video Cameras<br>Video Camera Accessories<br>Players and Recorders  |
| 4) Display Devices:                     | Televisions<br>Displays and Monitors<br>Video Walls<br>Interactive Electronic Whiteboards  |
| 5) PROJECTORS:                          | Data and Video Projectors  |
| 6) CONTROL Systems:                     | Control and Automation Systems   |
| 7) OTHER Equipment:                     | Projection Screens<br>Non-proprietary Racks and Mounts   |

Please note that included in Section 2 - Non Allowable Goods, there are exceptions (additional allowable goods).

#### **Proprietary Accessories:**

Offerors are permitted to supply Proprietary Accessories at the Manufacturer suggested retail price minus percentage-off discount for accessories (proprietary) as supplied in the Ranking Summary spreadsheet available from the AV Standing Offer authority.

Proprietary Accessory - An item is a proprietary accessory when it is a subordinate or supplementary item intended specifically by its Manufacturer to be used together with the same Manufacturer's base device. All

items indicated as an accessory, must be proprietary (made by the same Manufacturer) to a Main Device product or line of Main Device products. As an example, projector lamps and lenses sold under the same name as the projector Manufacturer are considered Proprietary Accessories.

#### **Incidental Installation Materials (Incidentals):**

Incidental Installation Materials are defined as bulk, consumable hardware products required to complete the installation of an integrated AV solution. Incidental Installation Materials items are generally of low (per unit) value and not sourced from the same Manufacturers included in the AV SO.

Incidental Installation Materials charges indicated on quotations or invoices must be itemized to the clients and/or PWGSC satisfaction. Breakdown of Incidental Installation Materials that are not properly detailed and approved by PWGSC or the Identified user, prior to invoicing, may generate a non-payment of the invoice.

Item types allowable as Incidental Installation Materials:

- Bulk audio/video/control/CAT5/fiber cable;
- Pre-molded audio/video/control/CAT5/fiber/power cable;
- Audio/video/control/CAT5/fiber connectors, jacks, couplers and adaptors;
- Mounting Hardware and Anchors (nuts, bolts, screws, tie wraps, threaded rod, pipes, flanges, ceiling plates, mud rings and aviation cabling);
- U-channel Mounting Hardware;
- Cable Management supplies (in rack, in room and external wall conduit, surface raceway, cable trays/boxes);
- Wall/face and cut-out plates and boxes;
- Custom Labels (cable, equipment, knob/button);
- Adhesives (electrical and double sided tape, Velcro);
- Power supplies (all types);
- Customized mounts, brackets and plates not exceeding \$250 each.

Items not allowable as Incidentals:

- Services of any kind;
- Items considered to be Accessories;
- Main device items of any kind.
- Items included in the "Non-Allowable Goods" list;

#### **Section 1.1 - Allowable Audio Visual Services**

The only services allowable for call-up on an Audio Visual Standing Offer are the following:

- Preliminary Needs Consultation (equipment lists, upgrade recommendations, cost estimates, scope of Work determination, current system reviews)
- Systems CAD Drawings (formally generated CAD drawings and related documentation)
- Installation Labour (System set-up, configuration, integration into existing AV system/networks and testing)
- Systems Programming (Manufacturer certified systems programming)
- Systems Training (on-site end user training for AV SO systems)
- Systems Relocation (dismantle, move and reinstall)

#### **Section 2.0 - Non-Allowable Goods**

Any resulting AV SO will not allow for the procurement of the following products:

- All allowable equipment under the guidelines of the Videoconference or Closed-circuit Television Standing Offers or any other PWGSC Standing Offer or Supply Arrangement;
- Kits and bundles of any kind:

Items from various Manufacturers bundled and re-branded under the name of the Offeror, or any other company, Distributor or Manufacturer name; and/or items individually depicted on Manufacturer price lists combined to create kits, bundles or groups of items with a new part number; and/or any combination of the above;

- Security and surveillance systems and components;
- Computer-only monitors any size;
- Computers of any kind;
- Notebook, laptop, tablet computers;
- Workstation and Desktop computers;
- Computers and Software:
  - Boards and Cards;
  - Blank Cards and Accessories;
  - Card Programs;
  - Card Readers;
  - AM/FM/Data Receiver Cards;
  - PC or Desktop Video Production and Editing;
  - PC or Desktop Video Signal Management and Processing;
- Fire Wire Hubs;
- USB Hubs;
- KVM Devices;

All KVM devices and related KVM devices including desktop (PC) KVM Extenders and switches, KVM remote access devices, KVM server management devices; (see below for KVM exception)

- Mouse and Keyboard Combination Products;
- Wired and Wireless Keyboards, Mouse Controls;
- Desktop Computer Speakers;
- Desktop Communications systems and components;
- Network/IP Camera systems and components;
- Pan Tilt Zoom cameras; (see below for PTZ exception)
- Servers; (see below for Servers exceptions)
- Software; (see below for Software exception)
- Firmware; (see below for Firmware exception)
- Recording Media; (see below for Recording Media exception)
- Office Furniture, Consoles and Credenzas:
  - Components, Hardware and Accessories;
  - Media Storage Furniture Systems;
  - Workstations and Desks (including sit-stand work stations);
  - Podiums and Lecterns; (see below for Podiums and Lecterns exception)
- Customized products:

Including but not limited to, consoles, furniture related products, protective travel cases (see below for protective travel cases exception).

- Interpretation Booths; (see below for Interpretation Booths exception)
- Streaming Media and Web casting components and systems;
- Dedicated audio or video public address, paging or security systems;
- In-car/mobile video systems and components;
- Easels, copy boards and flip charts;
- Non-electronic white boards or marker boards;
- Web-based Conferencing Systems;
- Motion Picture Projectors;
- Imaging Cameras (computer, medical and industrial);
- Photographic Equipment including still cameras and accessories;
- Audience or Classroom Response Systems; (see below for Audience or Classroom Response Systems exception)
- Handheld or portable personal use devices including digital recorders;
- Extended Warranties resulting in an extra charge or sold separately over and above the 1 year minimum that automatically comes with all goods purchased through this AV SO
- Service or maintenance agreements of any kind.
- Permanent or portable Intercom systems and components;
- Radio dispatch and associated mobile communications systems and components;

### **Section 2.1.1 - Non-Allowable Goods - Exceptions**

"Single use" item defined as a product designed and marketed for audio and/or video applications.

KVM devices are prohibited except for the following:

- Allowable KVM devices must be hardware-based, Audio and/or Video endpoint KVM extenders or switches. Procurement of allowable KVM devices must be primarily for Audio and/or Video endpoint connectivity and not for PC-based data network applications.
- The maximum quantity of KVM devices per requirement is limited to twenty (20). For AV requirements needing a quantity of KVM devices greater than twenty (20), contact the AV Standing Offer authority for authorization to exceed the limit.

Pan Tilt Zoom (PTZ) cameras are prohibited except for the following:

- Allowable Pan Tilt Zoom (PTZ) must be single use, broadcast quality (must contain one or more of the following signals: 1080/59.94i, 720/59.94i, 480/59.94i, 1080/59.94p, 720/59.94p, 480/59.94p RS232/RS485/IP control, Tally, HDSDI, HDMI, component, composite) proprietary components of currently qualified AV equipment lines that clearly and logically fall into RFSO AV Equipment Categories and sub-categories;

Servers are prohibited except for the following:

- Allowable servers must be single use, proprietary components of currently qualified AV equipment lines that clearly and logically fall into RFSO AV Equipment Categories and sub-categories;

Software is prohibited except for the following:

- Allowable software must be a single use, proprietary accessory to components of currently qualified AV equipment lines that clearly and logically fall into RFSO AV Equipment Categories and sub-categories;

Firmware is prohibited except for the following:

- Allowable firmware must be a single use, proprietary accessory to components of currently qualified AV equipment lines that clearly and logically fall into RFSO AV Equipment Categories and sub-categories;

Recording Media are prohibited except for the following:

- Allowable recording media must be a single use, proprietary accessory to components of currently qualified AV equipment lines that clearly and logically fall into RFSO AV Equipment Categories and sub-categories;

Podiums or lecterns are prohibited except for the following:

- Allowable podiums or lecterns must be single use, proprietary components of currently qualified AV equipment lines that clearly and logically fall into RFSO AV Equipment Categories and sub-categories. Allowable podiums and lecterns are prohibited from having as part of the component any audio visual or electronic devices either built-in or added to the podium or lectern prior to delivery to client. Only once delivered to client, may modifications to the podium or lectern occur.

Interpretation booths are prohibited except for the following:

- Allowable interpretation booths must be single use, proprietary components of currently qualified AV equipment lines that clearly and logically fall into RFSO AV Equipment Categories and sub-categories;

Protective travel cases are prohibited except for the following:

- Allowable protective travel cases must be single use, proprietary components of currently qualified AV equipment lines that clearly and logically fall into RFSO AV Equipment Categories and sub-categories;

Audience or Classroom Response Systems are prohibited except for the following:

- Allowable Audience or Classroom Response Systems must be single use, proprietary components of currently qualified AV equipment lines that clearly and logically fall into RFSO AV Equipment Categories and sub-categories;

## **Section 2.2 - Non-Allowable Services**

The AV SO does not cover the rental of Audio Visual equipment.

Shipping costs, extended maintenance or any other service outside of those listed in Section 1.1 Allowable Services are strictly prohibited from being indicated on an Audiovisual Standing Offer call-up.

The services are limited to the AV services defined in Annex "A" and are not to be utilized for any other commodity type or service.

## **Section 3.0 - Geographic Region Definitions**

Region	Definition
Pacific	The entire province of British Columbia.
Western	The entire provinces of Alberta, Manitoba and Saskatchewan.
Ontario	The province of Ontario with the exception of the National Capital Region.
National Capital	Bounded on the west by a north-south line running from, and including the cities of Petawawa to Kingston, as far north as Maniwaki, Quebec, on the east by the Ontario-Quebec border on the south by the St. Lawrence River (includes Gatineau-Maniwaki and Masson-Angers areas).
Quebec	The entire province of Quebec, excluding the National Capital Region and the settlement area of the James Bay and Northern Quebec Agreement.
Atlantic	The entire province of Nova Scotia;
	The entire province of New Brunswick and Prince Edward Island;
	The entire province of Newfoundland including Labrador, excluding the area of the Labrador Inuit Land Claims Agreement.



**Annex "B" - Equipment Sub-category Definitions**  
2015 AVSO - 7 Main Equipment Categories and 18 Sub-Categories

**1) Audio Products**

**Microphones & Microphones - Wireless:**

Microphones and wireless microphones including but not limited to boundary, PZM, handheld, head worn, lavalier, shotgun and wireless microphones systems.

**Recorders and Players:**

Analog or digital sound recording and playback devices including but not limited to audio tape, CD, Digital Audio. Portable, handheld digital recorders are prohibited.

**Sound Systems and Audio Conferencing equipment:**

Integrated sound reinforcement systems (dedicated microphone, processor, amplifier, loudspeaker systems), audio conferencing systems and components (dedicated bridges, interfaces, amplifiers, processors, mixers, microphones) as well as standalone speakers/systems.

**Delegate Mic and Language Interpretation Systems:**

Integrated simultaneous interpretation (SI) sound systems (dedicated delegate microphones, amplifiers, control consoles, interpreter equipment, sound insulating interpreters booth, as well as (SI) transmitters, receivers and headphones). Non-proprietary booths or road cases are prohibited.

**2) Audio/Video Processing Equipment**

**Production and Editing:**

Audio and/or video production and editing hardware devices (integrated production systems and modular linear and non-linear editing mixers and production mixing, master control, effects, graphics, time code equipment/systems).

**Signal Processing and Switching:**

Audio and/or video signal processing and switching hardware devices including but not limited to master control systems, processors, compressors and limiters, encoders and encoders, amplifiers and distribution amplifiers, equalizers, extenders, matrix switches, video scalers and scan converters.

**3) Video Products:**

**Camcorders:**

Video cameras and camcorders (out-of-studio, handheld video camera recorder; typically for consumer or prosumer video recording).

**Professional Video Cameras:**

Professional grade video cameras and camcorders (broadcast, HDTV, ENG and studio cameras).

**Video Camera Accessories:**

Video cameras and camcorder accessories (on-board lighting, on-board viewfinders, lenses and camera supports, camera batteries and chargers). Non-proprietary to Camcorder and Professional Video Camera Manufacturers)

**Players and Recorders:**

Analog or digital video recording and playback devices. Digital video recorders include DVD and Blu-Ray recorders, as well as hard drive recorders. Hard drive recorders, video servers and media players, including those designed for digital signage applications must be purpose-built video appliances designed and dedicated to only function for one purpose - to receive and/or record and store and/or disseminate both computer generated and direct video signals, with or without audio.

**4) Display Devices:**

**Televisions:**

Display device that combines a tuner, display, and speakers for the primary purpose of viewing televised broadcasts.

**Displays and Monitors:**

Non-TV tuner imbedded display devices used for commercial, broadcast, medical or 24/7 applications including digital signage (any size) as well as stand-alone touch screen displays. Touch screen displays supplied as a proprietary interface device for control and automation Manufacturer systems are applicable to the Control and Automation equipment sub-category. Monitors whose primary design and functionality is for computer/workstation-use are prohibited.

**Video Walls:**

Large format, multi-image video walls and video wall components.

**Interactive Electronic Whiteboards:**

Large format interactive displays including but not limited to IR Touch, resistive touch, electromagnetic pen-based technologies. Non-electronic white boards, projection boards, marker boards are prohibited.

**5) Projectors:**

**Data and Video Projectors:**

Digital video projectors including but not limited to ultra portable, portable, fixed installation, large venue, short throw, home theatre, high and ultra high resolution, simulation/training and 3D stereoscopic projectors. Document cameras are also applicable to this equipment sub-category.

**6) Control Systems:**

**Control and Automation Systems:**

Customized, programmable control systems and modular hardware for automating a wide variety of audio and video technologies within classroom, meeting room, training room, command centre solutions. Touch panels and software proprietary to control systems Manufacturers are included in this equipment sub-category.

**7) Other Equipment:**

**Projection Screens:**

Projection surfaces including but not limited to rigid (fixed), electric, manual, portable and portable truss framed, rear projection screens.

The following "Non-proprietary" equipment sub-category is intended for Manufacturers whose primary line of products are AV racking systems or AV mounting systems. AV Manufacturer's who's main product lines are from main equipment categories 1 to 6 and who supply rack or mount products as Proprietary Accessories are prohibited from indicating that they supply products from the following equipment sub-category on their Manufacturer authorization letters.

**Non-proprietary Racks and Mounts:**

Hardware racking enclosure systems for mounting multiple audio visual equipment devices typically in the standard 19" rack format. A mounting interface or system for securely supporting AV devices such as cameras, projectors, speakers, displays or TV's. Non-proprietary AV carts, podiums are applicable to this equipment sub-category.

Identified Users sourcing products and/or suppliers from to the Non-proprietary Racks and Mounts equipment sub-category are limited to requirements that include audio visual or a mix of audio visual, video conferencing and/or CCTV products applicable to the AV SO. It is prohibited to use this Standing Offer to purchase racking or mount components for requirements limited to devices applicable to any other commodity other than those defined by the AV SO.

Offeror Business Name: \_\_\_\_\_

When the Offeror is a manufacturer with authorized dealers:  
Duplicate from here down for multiple authorized dealers.  
Authorized Dealer Business Name (if applicable): \_\_\_\_\_

Hourly Professional Services Labour Rate per Region

	Atlantic	Quebec	NCR	Ontario	West	Pacific
Preliminary Needs Consultation						
Systems CAD Drawings						
Installation Labour						
Systems Programming						
Systems Training						
Systems Relocation						

## **Annex "D" - Instructions and Procedures for Identified Users**

### **1. Background**

- The AV SO is organized into 6 separate geographic regions.
- There are 7 AV SO equipment categories with 18 equipment sub-categories.
- AV manufacturers have identified which equipment sub-categories their products belong.
- Offerors have offered discount percentages for each equipment sub-category applicable to the manufacturers they represent.
- Offerors are ranked by the discount percentage, with rank # 1 being the highest discount, # 2 being the next highest discount etc.
- The Ranking Summary spreadsheet is the best tool to depict which SO holder, for a particular manufacturer and/or equipment sub-category is ranked with the greatest discount in the region to which your product(s) will be delivered.

### **2 General Guidelines for Using the Ranking Summary**

The delivery destination of the requirement establishes the region and the resulting Ranking Summary results that must be used to source a SO holder. For example; a procurement officer in the National Capital Region has a requirement in Vancouver BC (AV SO Pacific Region). The Ranking Summary results for Offerors in the Pacific region must be utilized.

To ensure that one Offeror is accountable for the total solution required, Identified Users are permitted to issue one call-up to just one Offeror even if the Offeror is not ranked # 1 for all products, as long as the Offer is ranked for all the main device products and the best overall value has been achieved. Identified Users are requested to maintain on file, quotes from all other Offerors and a note regarding the selection process.

Offeror rankings are the result of an openly tendered competition. For this reason Identified Users are strictly forbidden from requesting discounts greater than those posted on the Ranking Summary from Offerors ranked # 2 or # 3.

Only Offerors ranked # 1 may offer discounts greater than those posted on the Ranking Summary.

When the requirement is limited to one item (or multiple items from only one Manufacturer/equipment sub-category), Identified Users are prohibited from requesting quotes from or obtaining equipment from SO holders not ranked number 1.

Strategies for more complex requirements do exist. For direction on how to use the Ranking Summary for complex and multiple call-up solutions or requirements that include products from other SO's, contact the AV Standing Offer authority.

### **3. How to Use the Ranking Summary Spreadsheet to Source a Supplier**

Identified Users will use the Ranking Summary (available via e-mail from the AV Standing Offer authority) to source an Offeror that offers the best overall value.

The goal for all requirements, regardless of complexity, should be to demonstrate that best overall value has been achieved.

#### **Best Overall Value:**

The combination of price, technical merit, and quality, as determined by the Identified User before the AV SO is used to issue a call-up.

Provided below are scenarios suggesting the most efficient ways to use the Ranking Summary Spreadsheet to source the best overall supplier under different circumstances. These scenarios are examples only, meant to demonstrate how to follow best practice SO procurement methodologies, they are not mandatory SO procedures.

### 3.1 Single Item Requirements

When the requirement is for 1 item (or a quantity of items from only one Manufacturer/equipment sub-category), Identified Users must purchase that (those) item(s) from the # 1 ranked Offeror.

**If the Identified User knows that there is only one manufacturer of the product(s) that meet their needs:**

**Scenario A (without services):**

When AV products are required without the need for services and the manufacturer of the equipment is known, the Ranking Summary spreadsheet can quickly determine which Offeror is # 1 ranked. Since the technical merit and quality of the products have been predetermined and no services are needed, price is the only evaluation criteria. Finding the # 1 ranked Offeror will justify this best overall criterion.

Filter the Ranking Summary Spreadsheet:

1. By Region (delivery destination), then by;
2. Manufacturer Name, then by;
3. Equipment Sub-category, then by;
4. Rank # 1.

**Scenario B (with services):**

When AV products and services like installation labour are needed and the manufacturer of the equipment is known, the Ranking Summary spreadsheet can quickly provide a list of all the ranked Offerors for a particular manufacturer. Since the technical merit and quality of the products have been predetermined and services are needed, the lowest combined cost of product and services is the only evaluation criteria. Evaluating quotes from each of the ranked Offerors to identify the lowest overall cost Offeror will justify this best overall criterion.

Filter the Ranking Summary Spreadsheet:

1. By Region (delivery destination), then by;
2. Manufacturer Name, then by;
3. Equipment Sub-category (to see all ranks).

**When more than one manufacturer can meet the requirement:**

**Scenario A (without services):**

When a specific type of AV product is required without the need for services, the Ranking Summary spreadsheet can be quickly filtered to show all the # 1 ranked Offerors, for the manufacturers who make that type of product. Since only the type and capabilities of the product have been predetermined, technical merit and/or quality are the predominant evaluation criteria. Evaluating the technical capabilities of products quoted against your needs is the first step and will justify the predominant criterion. A combined price/capability factor may also be used to determine which quoted product achieves best overall value.

Filter the Ranking Summary Spreadsheet:

1. By Region (delivery destination), then by;
2. Equipment Sub-category, then by;
3. Rank # 1.

**Scenario B (with services):**

When a specific type of AV product is required with the need for services, the Ranking Summary spreadsheet can be quickly filtered to show all the # 1 ranked Offerors, for the manufacturers who make that type of product. Since the only the type and capabilities of the product have been predetermined, technical merit and/or quality as well as the lowest total cost of the services are the predominant evaluation criteria. Evaluating the technical capabilities of products quoted from the # 1 ranked Offerors from each of the manufacturers will justify the first technical criterion and determine from which manufactures the product will be sourced. The Ranking Summary also depicts each of the ranked Offerors from the selected manufacturer. Quotes for both the products and the services should be gathered from each of the selected manufacturers Offerors. The Offeror providing the lowest combined cost of product and services justifies the best overall criteria.

Filter the Ranking Summary Spreadsheet:

1. By Region (delivery destination), then by;
2. Equipment Sub-category, then by;
3. Rank # 1, then by;
4. Manufacturer Name (the winning manufacturer), then by;
5. Rank to (select all).

By comparing and evaluating multiple quotes, Identified Users are then able to achieve the best possible value for their requirement.

When the AV Offeror is a Manufacturer, using the Ranking Summary spreadsheet is also the key to finding a specific Manufacturer to fulfill for your CCTV requirements. The CCTV Manufacturer may either provide product and services pricing directly, or supply the contact information for the authorized reseller(s) best suited to fulfill the requirement, if applicable.

### **3.2 Solution of Integrated Products Requirements**

A solution of integrated products consists of multiple AV main device products from more than one AV SO equipment sub-category for a single requirement.

When the requirement is for a solution of integrated products, Identified Users should use the Ranking Summary to find Offerors who can provide a solution that fulfills their technical requirement at the greatest overall value.

Identified Users will need a basic understanding of what AV products they require before they can use the Ranking Summary efficiently. When Identified Users need assistance to accurately document the products needed to meet a particular audiovisual requirement, there are two options.

The first option is to utilize a service category in the AV SO called Preliminary Needs Consultation to source an Offeror for product determination assistance. The Offeror can then be used to ascertain the scope and mix of AV products needed to fulfil your requirement. With this product information, Identified Users can then build their own formal Statement of Work (SOW) by utilizing the generic SOW template provided in part 6 of this annex.

The second option is to issue a separate services contract to an Audio Visual engineering consultant, requesting a generic specification be written on your behalf to meet your needs.

With an understanding of the types of AV products needed, the Identified User should ascertain which of the 18 AV SO equipment sub-categories include the items that are the most costly and/or most technically important to the overall solution. By filtering the Ranking Summary spreadsheet to the most significant category, a list of all the # 1 ranked Offerors who supply the solutions' most important products is determined. Using this list of Offerors, in a single batch e-mail describing the requirement, request a quote for the complete integrated solution. In some cases, an onsite visit may be required.

The quotes received will include products from the most important equipment category as well as all the secondary AV products and applicable services. The Identified user then evaluates the quotes and selects the preferred quote based on their own set of technical and best value criteria. The Offeror providing the lowest total cost of products and services that fulfill the requirement justifies the best overall value criteria and is issued the call-up.

Filter the Ranking Summary Spreadsheet:

1. By Region (delivery destination), then by;
2. The Equipment Sub-category of the product type considered most significant, then by;
3. Rank # 1.
  - a. Establish technical and best value criteria;
  - b. Request quotes from the list of # 1 ranked Offerors;
  - c. Evaluate the quotes based on technical and value criteria;
  - d. Issue the SO call-up to the Offeror who fulfills the requirement with the greatest overall value.

### **3.3 Purchasing Proprietary Accessories (PA's)**

PA's can be purchased with either the Main Device they are an accessory to or on their own call-up document without a Main Device.

To purchase PA's through an AV SO call-up, the following conditions and procedures must apply:

- The PA must meet the definition of a PA as provided in Annex "A";
- The price of the PA must be in accordance with the posted AV SO discount percentage. Refer to Annex "D", part 2. Verifying Quoted Items and Prices.

Verifying the price of a PA follows the same process as Main Devices but uses the Proprietary Accessory discount percentage indicated in the Ranking Summary spreadsheet. Offerors at any time may offer a lower than posted discount percentage for PA's.

Refer to Annex "A" for the AV SO definition of Proprietary Accessories.

### **3.4 Purchasing Incidental Installation Materials (Incidentals)**

Incidentals can be purchased with or without Main Devices and/or Proprietary Accessories and/or professional services.

To purchase Incidentals through an AV SO call-up, the following conditions and procedures must apply:

- The Incidentals quoted (regardless of cost) must meet the definition of an Incidental as provided in Annex "A"

Due to the variable nature and low dollar value of Incidental Installation Materials, pricing for Incidental items are usually bundled on quotes.

Offerors will itemize Incidental charges on quotations or invoices to the Identified Users' satisfaction.

Refer to Annex "A" for the AV SO definition of Incidental Installation Materials.

### **3.5 Purchasing Audio Visual (Services)**

The intent of the AV SO is to allow for the procurement of Services for Audio Visual requirements only.

Services can be purchased either on their own call-up document or on a call-up along with Main Devices and/or Proprietary Accessories and/or Incidental Installation Materials.

The AV SO is a source of supply for Audio Visual Services in the following categories:

- Preliminary Needs Consultation
- Systems CAD Drawings
- Installation Labour
- Systems Programming
- Systems Training
- Systems Relocation

Refer to Annex "A" for AV SO Service category definitions.

To purchase Services through a AV SO call-up, the following conditions must apply:

- The Service must meet the definition of a Service as provided in Annex "A",
- The Service must be for requirements utilizing Audio Visual products defined as Allowable Goods in Annex "A",

Where an estimate of the cost of performing specific Work is required:

- The Identified user will provide the Offeror with a statement of the Work required,
- The Offeror must provide the Identified User with an estimate of the cost of performing the specified Work in accordance with the pricing identified in the Standing Offer,
- The Offeror must not undertake any of the specified Work until a call-up is issued by the Identified User,
- The estimated ceiling price stated in the call-up must not be exceeded without the specific written authorization of the Identified User.



Identified Users may request authorization to exceed the maximum values of the installation labour or services by submitting a request to the AV Standing Offer authority for review for approval.

No work can be performed before the receipt of a signed call-up.

No Services charges may be incurred or invoiced to Identified Users without prior written approval. Identified Users are not liable to pay for any Services for which they have not requested in writing and provided a quote.

The Summary of Services Rates (SSR) spreadsheet will provide Identified Users with a tool to compare and confirm (against quoted labour rates and service categories) the AV SO hourly rates of Offerors. See Annex "D", 4. d, for more information about using the SSR spreadsheet.

The hourly rates for Audio Visual Services indicated in the SSR are firm prices and as such, Identified Users are encouraged to compare the posted rates of the Offerors. For a single requirement, Identified Users are not bound to purchase Audio Visual Services from the Offeror who supplied the AV SO equipment and may issue a call-up for Audio Visual Services without including equipment on the call-up document.

It is not mandatory to use the AV SO for buying AV Services, Incidental Installation Materials or Travel Related Expenses. However, if Identified Users choose to use the AV SO all terms and conditions of the AV Standing Offer must be enforced. If Identified Users choose not to use the AV SO to purchase any of the above items they must then follow their own departmental procurement procedures. If the value of the services, Incidental Installation Materials or Travel Related Expenses exceeds their delegated departmental spending limits or internal directives, a fully funded 9200 requisition should be forwarded to PWGSC Central Allocations for processing.

### **3.6 Travel Related Expenses**

Travel Related Expenses must be included on the same AV SO call-up document as the Main Devices and services.

To include Travel Related Expenses through a AV SO call-up, the following conditions and procedures must apply:

- All travel expenses incurred must be included in the overall cost of the requirement which must not exceed the Standing Offer call-up limit;
- The maximum value for travel expenses is \$10,000 per requirement;
- Pricing for Travel Related Expenses must be in accordance with the meal, private vehicle and incidental travel expenses provided in Appendices B, C and D of the National Joint Council Travel Directive.

The following links access the National Joint Council Travel Directive:

<http://www.njc-cnm.gc.ca/directive/index.php?did=10&dlabel=travel-voyage&lang=eng&merge=2&slabel=index>

<http://www.njc-cnm.gc.ca/directive/index.php?did=10&dlabel=travel-voyage&lang=fra&merge=2&slabel=index>

### **3.7 Procedure for purchasing non-listed AV SO products**

Identified Users only may request in writing from the Standing Offer Authority a one-time authorization to purchase items not included in the manufacturer price lists once all of the following conditions and procedures have been satisfied:

- The required item must not be in any AV SO product catalogues;
- The required item must be clearly deemed allowable as per Annex "A";
- The required item must be from a Manufacturer currently included in the AV SO;
- For a requirement consisting of products from only one Manufacturer/equipment sub-category, the number # 1 ranked Offeror (only) must be contacted to generate a quote using the Offerors existing AVSO discount percentage.
- For an integrated solution requirement consisting of more than one Manufacturer/equipment sub-category of products, as long as the Offeror proposing the solution is ranked (any rank) for the required non-listed item, then that Offeror may be contacted to generate a quote using the Offerors existing AV SO discount percentage.



- The quote generated by the Offeror must be electronically forwarded by the Identified User to the AV SO Authority as part of the “request for authorization to purchase a non-listed AV item”, must depict the following product pricing information:

$$\text{New item MSRP} \times \text{Offeror's existing AV SO \% discount} = \text{AV SO final price}$$

The authorizations are one time only use and a copy of the authorization must be maintained permanently in the file of the requirement.

Manufacturers not currently included in the AV SO and its products cannot be added during the term of the AV SO.

#### **4. Verifying Quoted Items and Prices**

By utilizing 4 simple documents, Identified Users will be able to verify that the products, services and prices quoted to them are SO accurate and can be sourced through the Offerors SO:

- a. Ranking Summary spreadsheet
- b. Manufacturer Product Price Lists
- c. Quotes generated by Offerors
- d. Summary of Services Rates (SSR)

##### **a. Ranking Summary Spreadsheet**

Available directly from the AV Standing Offer authority, the filterable Ranking Summary spreadsheet not only indicates each Offerors ranking by region, Manufacturer and equipment sub-category but it also provides the Main Device and the (unranked) Proprietary Accessory discount percentages.

##### **b. Manufacturer Product Price Lists**

The Manufacturer product lists are intended for verifying that products quoted to Identified Users are AV SO allowable, that the equipment categories are applicable to the Offerors SO, and that the product prices quoted have been discounted accurately.

Accessed through the PWGSC Publiservice website: <http://gcintranet.tpsgc-pwgsc.gc.ca/gc/app-proc/parcourir-browse/audiovisuel-audiovisual/index-eng.html>, this collection of product lists will be organized alphabetically, by Manufacturer. The prices indicated will be Manufacturer's suggested retail pricing (MSRP) in CDN currency.

Identified Users should not be using the Manufacturer product price lists for products selection purposes as product descriptions are not included. Shopping for products should be done with the aid of the highest ranked Offeror and/or using the Manufacturers website.

##### **c. Quotes Generated by Offerors**

For each product quoted, Offerors quotes are required to include:

- the Offerors rank;
- the product MSRP;
- the Offerors discount percentage applicable to the equipment category.

By comparing the quote against the Ranking Summary spreadsheet, Identified Users will be able to verify that the product data (Manufacturers, equipment sub-categories, rankings and discount percentages) quoted to them is applicable to the Offerors SO.

Offerors are required to indicate on their quotes the following 7 items:

1. SO number:
  - Multiple Standing Offer numbers must be indicated if products from other Standing Offers held directly by the Offeror are included on the same quote;

2. Region:
  - May be specified per item or just once. The point of delivery establishes the region for a requirement;
3. Manufacturer:
  - Must be specified per item;
4. Model number:
  - Must be specified per item;
5. Rank:
  - May be specified per item or supplied as part of a summary statement listing each Manufacturer equipment category;
6. Discount Percentage:
  - May be specified per item (having its own column or as part of the [MSRP x discount % = SO price calculation] or supplied as part of a summary statement listing each Manufacturer equipment category;
7. MSRP:
  - Must be specified per item having its own column or as part of the [MSRP x discount % = SO price calculation]

Quotes supplied without the 7 mandatory items above should be immediately returned to the Offeror, amended and reissued back to the Identified user.

Once the products and services on the quote have been confirmed as meeting your requirement and the above listed 7 mandatory items have been supplied, then the model numbers and prices on the quote must be confirmed as matching posted AV Standing Offer model numbers and corresponding prices. It is the Identified Users responsibility to ensure that the model numbers and prices sourced from the quote used to generate a 942 call-up document do match AV SO posted model numbers and prices. Only after a quote is validated as being in accordance with AV SO procedures should an approved 942 call-up document can be generated.

#### **d. Summary of Services Rates (SSR)**

Available directly from the AV Standing Offer authority, the SSR spreadsheet indicates each AV Offerors hourly rate by service type and region. The hourly rates are not ranked but SSR spreadsheet makes it easy for Identified Users to quickly compare Offerors.

#### **4.1 Suggested Method for Verifying Quotes**

Step 1 - Verify Offeror is ranked for the products quoted:

Filter the Ranking Summary first by the region indicated on the quote and then filter again by the Offerors name to verify the Offeror is ranked for all the Manufacturers and equipment sub-categories quoted.

Step 2 - Verify the quoted discount percentages are accurate:

While doing step 1, confirm the discount percentages on the quote for Main Devices (and accessories if applicable) match each of the Manufacturer/equipment sub-category discount percentages on the Ranking Summary.

Step 3 - Verify the model numbers and MSRP prices on the quote are accurate:

Using the Manufacturer Product Price Lists on our website, locate and confirm that the model numbers and the MSRP prices on the quote match.

Step 4 - Verify the AV SO price on the quote has been calculated accurately:

Using the data on the quote, check that the MSRP x discount % = final AV SO price has been calculated correctly.

Step 5 - (If applicable) Verify quoted services are accurate:

Using the Summary of Services Rates (SSR) spreadsheet available from the AV Standing Offer authority, confirm, for the applicable region, the Offerors quoted hourly labour rates and service categories match the hourly labour rates and service categories on the SSR.

If quoted data is found to be missing or inconsistent with the data found in the Ranking Summary, the Manufacturer Product Price Lists or the Summary of Services Rates, immediately question the quoting Offeror regarding the discrepancy. If a resolution is not found, then Identified Users should request clarification from the AV Standing Offer authority.

Once all Offerors quoting and all Identified user requirements (see Annex "D", 5., Call-up Procedures for Identified Users for more information) have been met, an approved 942 Call-up document can be issued directly to the Offeror.

## **5. Call-up Procedures for Identified Users**

Identified Users will receive a quote for products and/or services from an Offeror as sourced in part 1 of this Annex - How to Use the Ranking Summary to Select an Offeror.

Before issuing a call-up, Identified Users must verify:

- The quoted rankings match the Offerors rankings on the AV SO Ranking Summary spreadsheet (for the corresponding region/Manufacturer/equipment sub-category);
- The quoted discount percentages match the Offerors discount percentages on the AV SO Ranking Summary spreadsheet (for the corresponding region/Manufacturer/equipment sub-category);
- All products are allowable according to "A" and are covered by the product definitions in Annex "B";
  - All Main Device and Proprietary Accessory items are applicable to Section 1.0, the 5 Main Equipment Categories;
  - No items are applicable to Section 2.0 - Non-Allowable Goods;
  - All Incidental Installation Material and Proprietary Accessory items meet the Section 1.0 definitions of Incidental Installation Materials and Proprietary Accessories.
  - All services are applicable to Section 1.1 - Allowable Audio Visual Services
- The MSRP price of each product (Main Devices and Proprietary Accessories) matches posted AV SO MSRP prices; See Annex "D", part 4 Verifying Quoted Items and Prices, for details regarding price verification;
- The price of each Service hourly rate matches the Summary of Services Rates (SSR) spreadsheet for the applicable Offeror; See Annex "D", 3.6, for details on purchasing Services;
- The estimated Travel Related Expenses are based on National Joint Council Travel Directives and are included on the call-up document. See Annex "E", 3.7, Travel Related Expenses for more information on Travel Expenses;
- That all Call-up procedures of the AV SO have been followed. See Annex "D", Instructions and Procedures for Identified Users.

The only binding terms are the Standing Offer terms and conditions and the Call-up document.

Once the above listed mandatory requirements have been fulfilled, an approved PWGSC 942 Call-up document can be generated by the Identified User and sent directly to the Offeror.

## **6. Generating a 942 Call-up Document**

Authorized call-ups against the Standing Offer must be made using the completed forms identified in Part 7, section 8 by methods such as facsimile, electronic mail or any other method deemed acceptable by both the Identified user and the Offeror. Call-ups are issued and sent to the Offeror only. The PWGSC AV Standing Offer authority does not receive or need a copy of AV SO call-ups.

For a copy of the PWGSC 942 Call-up document:

[http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/index.cfm?lang=e&listall=no&method=s&field=title\\_e&type=e&words=942](http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/index.cfm?lang=e&listall=no&method=s&field=title_e&type=e&words=942)  
[http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/index.cfm?lang=f&listall=no&method=s&field=title\\_e&type=e&words=942](http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/index.cfm?lang=f&listall=no&method=s&field=title_e&type=e&words=942)

**7. Generic Statement of Work for Identified Users**

Generic STATEMENT OF WORK (SOW)

For the  
(Department name)

Prepared By:

## STATEMENT OF WORK (SOW)

(Enter Location of requirement of where the Work is to be done)

### 1. INTRODUCTION

#### Requirement:

The Department (enter department name) has a requirement to (reconfigure/upgrade, purchase and install, Install, program etc.) at location \_\_\_\_\_.

#### Scope:

Contractor must perform all required steps and must provide deliverables as described in the SOW.

#### Background:

Provide a small paragraph on background if applicable related to the requirement.

### 2. PROJECT AUTHORITIES

Listed below are the project authorities: (as applicable)

- a. Project Manager (PM)
- b. Technical Authority (TA)
- c. Procurement Authority

### 3. APPLICABLE DOCUMENTS

Quote any reference document, for example if a quote has been provided and/or diagrams, etc.

### 4. Tasks

The following tasks lists must be performed:

Provide a step by step list of what needs to be done in the requirement as deliverables and/or services. This is also a good place to list the material required, where and what must be done for each install, relocate, or deliverable. For example:

a. Video (If applicable, explain how video signals must flow through to the final destination(s) on a component by component basis be integrated into the final solution.)

b. Recording (If applicable, explain the type and features of the recording platform on a component by component basis be integrated into the final solution.)

c. Control (If applicable, explain the type of control needed across the network of cameras on a component by component basis)

d. Identify any special or unique requirements such as mounting requirements, cabling requirements, testing requirement, electrical requirements, software etc.

e. Identify equipment that Canada is responsible to provide such as computers, management software, etc...

f. Identify Work that Canada needs to complete before the start of installation such as reinforcing walls, providing power, providing network, etc....

g. Identify any limitations in the system design such as the inability to display 1080p due to EDID parameters.

Conduct Acceptance or commission of the requirement (list the name of the requirement with user and Project Manager).

## **5. DELIVERABLES**

List the items and/or services to be delivered upon completion of this Work such as commissioning and acceptance documents, as-built diagrams, manuals, custom control code, etc.

## **6. TRAINING**

List training requirements, if applicable.

## **7. PROJECT MANAGEMENT**

Identify the project management process including scheduling, work hours, design changes and security clearances.



## **Annex "E" - Instructions and Procedures for Offerors**

### **1) Generating AV SO Accurate Quotes**

Offerors quotes will be important tools for not only listing products for clients to purchase, but for product and price verification work done by departmental staff. To support this verification work, Offerors are now required by the AV SO to supply the required product data as indicated below in 2) Mandatory Information Required on Quotes.

#### **Two Methods of Organizing Products and Services on the Quotes:**

- 1 The first method is to group products not by Manufacturer, room or by any kind of technical or layout characteristic but rather by the following AV SO product type groupings:
  - Main devices (AV SO applicable);
  - Proprietary Accessories;
  - Incidental Installation Materials;
  - Main devices and accessories found on other AV SO's;
  - Services and Travel related expenses;
  - Government Furnished Equipment (GFE);
  - Non-AV SO applicable products.
- 2 The second method is to list products by any logical way you prefer but in doing so indicate each model number with the use of asterisks ( \* ) applicable to the AV SO product type groupings. For example, either in the header or at the bottom of your quote, provide a list of AV SO product type groupings each with a different quantity of ( \* ). For example:

Main devices (AV SO applicable) - most items are Standing Offer applicable Main  
Devices (\*) not needed;  
\* Proprietary Accessories;  
\*\* Incidental Installation Materials;  
\*\*\* Main devices or accessories found on other AV SO's, (if a Manufacturer holds the SO);  
\*\*\*\* Services and Travel related expenses;  
\*\*\*\*\* Government Furnished Equipment (GFE)  
\*\*\*\*\* Non-AV SO applicable products.

### **2) Mandatory Information Required on Quotes**

To facilitate departmental procurement staff responsibilities as well as the Standing Offer price verification process, the Offeror's quote must include the following on every quote:

- Offerors Standing Offer number;
- Delivery address so the applicable AV SO region can easily be determined;

As well as the above, for each Main Device or Proprietary Accessory the following must be indicated:

- Manufacturer name;
- Model or part number;
- AV SO Rank (applicable to the delivery region, products from the same Manufacturer/equipment sub-category may be grouped together under a single rank);
- The MSRP x discount percentage = Final SO price calculation
  - Each of the 3 points in this calculation must be clearly indicated; however the format or the location on your quote is the choice of the Offeror. One option could be to have unique columns applicable to the three variables on your quote template. Another option is to include a full or partial calculation as part of the product description or model number fields.

Client department procurement staff will be verifying that the following data on quotes has been provided and is accurate:

- The region, Manufacturer and rank on your quote against the AV SO Ranking Summary;
- The accuracy of your item cost calculation;



- The discount percentage you quote against your offered discount percentage as presented on the AV SO Ranking Summary;
- The MSRP of the products you quoted as compared to the same product on the Manufacturer Product Price List for each Manufacturer;

Identified Users have the right to request at any time that Offerors indicate the equipment sub-category of any item quoted.

Prior to providing the quote to the client, if you are uncertain if your quote conforms to mandatory requirements above, contact the AV Standing Offer authority to check it over and provide feedback.

### **3) Call-up Procedures for Offerors**

Offerors must generate quotes in accordance with the AV SO procedures for all product and/or services requirements or inquiries.

All Quotes must be organized to reflect AV SO procurement needs and not just for technical end Users.

In addition to depicting the mandatory data required on every quote (listed below), the products quoted should be arranged, either by grouping or by representing in some way, as being:

- Main devices,
- Proprietary accessories,
- Incidentals,
- Government Furnished Equipment (GFE's)
- Available via another Standing Offer, (for example when a Manufacturer holds its own Standing Offer) or as;
- Non-AV SO applicable.

When Offerors are quoting products found on a Manufacturers Standing Offer, the quote must clearly indicate:

- "The quoting Offeror is an authorized dealer of XYZ Manufacture, AND;
- "The following product(s) is(are) not available using this Offerors Standing Offer", AND;
- "A separate call-up must be issued to the Manufacturers Standing Offer", AND;
- That price verification is found using the Manufacturers Standing Offer number.

### **4) General Procedures for Quoting**

Offering lower than Standing Offer posted pricing is permitted only when the Offeror is ranked # 1 for the products. It is strictly prohibited for an Offeror with a # 2, # 3, (or if applicable # 4, # 5, # 6 or # 7) Manufacturer/equipment sub-category ranking, to supply product at or quote pricing at any time, lower than Standing Offer posted pricing, unless approval by the AV Standing Offer authority has been granted.

Offerors must notify the Identified User in advance, in writing of all:

- AV SO services, if applicable.
- Estimated travel expenses, if applicable.

When quoting any items or services needed for a complete solution design that are not applicable to the Offerors SO, Offerors must clearly indicate that the products are to be purchased either via another AV SO or purchased outside of the AV SO.

Offerors are prohibited from quoting or supplying ranked Main Device items and classifying or identifying them as Accessories or Incidentals. This classification of products is not a means for Offerors to supply products that they did not rank or to supply products not available through the AV SO.

The regional AV SO rankings are the result of an openly competitive solicitation. Offerors are prohibited from fulfilling a Call-up based on the rankings of one region and delivering in a different region.

When the requirement is limited to one item (or multiple items from one only Manufacturer/equipment sub-category), Offerors not ranked # 1 are prohibited from quoting or supplying the item(s).

Offerors are prohibited from quoting on or delivering AV SO products and/or AV SO services for requirements located in AV SO regions the Offeror is not the number 1 ranked (where applicable) and/or not ranked at all for a particular manufacturer and/or not ranked for any AV SO manufacturers in the destination region.

## **5) Monthly Sales Reporting**

The following must be submitted electronically to the AV Standing Offer authority:

- The Monthly Sales Report (MSR)
- A PDF copy of all call-ups issued

Each month the MSR and the PDF call-ups documents must be submitted to the AV Standing Offer authority no later than 21 calendar days after the end of the reporting period. (i.e. by March 21st for the February reporting period)

The MSR consists of the following mandatory fields:

- i. Department
- ii. Client Name
- iii. Delivery Region
- iv. Call-up Number
- v. Call-up date
- vi. Total Cost of All Equipment on Call-up
- vii. Total Cost of All Services on Call-up
- viii. Total Call-up Value

The MSR must include all call-ups made to the AV SO (this includes requirements provided on forms equivalent to the mandatory use PWGSC 942 form) as well as all purchases of products and/or services paid for using Government of Canada Acquisition Cards. See Part 7, A, section 11. Call-up Instrument and section 11.1 Government Acquisition Cards (Credit Cards).

If there is no business in one month, simply indicate in the subject of the e-mail "sales in April were zero".

For each call-up number on the MSR, one PDF call-up document must be submitted. The call-up documents must be unprotected PDF's.

In addition to the mandatory monthly sales reports and PDF call-up documents, Offerors will be requested periodically, at the discretion of the AV Standing Offer authority, to supply Offeror quotes corresponding to specific call-ups issued.

Offerors MSR's, PDF call-up documents and quotes will be measured against all procedures, terms and conditions contained in the RFSO. Failure for Offerors to abide by any of the terms and conditions contained in the RFSO may result in PWGSC setting aside the Standing Offer and the application of vendor performance corrective measures.

## **6) Manufacturer Product Price List - Product Updates**

The same Offeror who originally supplied the Manufacturer Product Price List for a particular Manufacturer will have the responsibility to provide PWGSC with updated product lists.

It is intended that PWGSC will perform a product update about every 6 months with the option of performing additional updates at PWGSC's discretion.

Offerors will be given a minimum of 2 weeks' notice in advance of an update request. At the time of the update request, the Offeror will receive data input instructions, a copy of the existing product lists and a mandatory submission deadline.

During product updates, the Offerors selected will update their price lists with the following product information:

- MSRP price changes;
- Remove obsolete items;
- Add newly introduced models with pricing;
- Update the Environmental criteria status if a change has occurred since the last update.

For each product update, all MSRP prices must be in Canadian dollars.

Offerors providing product data found to be inaccurate, not following the terms and conditions of the RFSO, or not conforming to the guidelines of Annex "A" may have its Standing Offer set aside and/or all products of the applicable Manufacturer pulled from the manufacturer product lists.

## 7) 2015 Offer Submission Table Instructions

**Offerors must submit a 2015 Offeror Submission Table as per the following instructions:**

- Region and Equipment Sub-category fields will have drop-down lists and must be used to accurately reflect the region(s) and equipment sub-category(ies) indicated by the Manufacturer on your Manufacturer letter.
- **Manufacturer names supplied in the "Offeror Submission Table" must be identical for all applicable rows within the table and identical to the Manufacturer name supplied in Box # 1 of the Manufacturer authorization letter.** A drop-down list of Manufacturer names will not be provided. Electronic Offeror Submission Table percentage discount offers with Manufacturer names not matching the Manufacturer name supplied in Box # 1 of the Manufacturer authorization letter **will not be evaluated.**
- Device percentage discount field is available for Offerors to offer a discount percentage for Main Devices corresponding to the Manufacturer/equipment sub-category of the particular Manufacturer. Offerors are permitted to provide percentage discounts up to 2 decimal places;
- Accessory percentage discount field is available for Offerors to offer a discount percentage for Proprietary Accessories corresponding to the Manufacturer/equipment sub-category of the particular Manufacturer. This discount percentage will not be used for Offeror evaluation purposes.
- Price list version or issue date field is available for Offerors to indicate the Price list version or issue date of the Manufacturers MSRP price list;
- Offerors must complete all fields of the spreadsheet;
- Offerors must not change the format of the spreadsheet in any way. At the time of Offer evaluation, if the spreadsheet or the contents of the drop-down lists have been reformatted or modified, the offer for the Manufacturer/equipment sub-category(ies) affected will be found non-responsive;
- The spreadsheet submission file named "Offeror Submission Table.xls" must not be renamed.

## **Annex "F" - Instructions for Manufacturers**

### **1. Manufacturer Authorization Letters for Dealers**

The Manufacturers role in accurately reflecting its products lines in the AV SO equipment sub-category structure. When Manufacturers correctly indicate on the authorization letters they provided to dealers, which equipment sub-categories their products should be included; a more accurate Manufacturer Product Price List will result. This makes it easier to quickly locate products.

### **2. Manufacturers Having Multiple Product Divisions**

PWGSC suggests that Manufacturers with numerous product divisions, who routinely use separate channels of dealer authorization, identify separate business divisions (in name only) to reflect these separate authorization channels.

Any separate business division must:

- Supply a separate MSRP price list;
- Submit dealer authorization letters with the same contact person;

The dealer authorization letters will indicate:

- The business divisions name;
- The equipment sub-categories to which their products are allocated.

Under this scenario only, the Manufacturers' contact person may or may not be unique to each separate business division.

For Manufacturers with multiple unique product divisions or who have separate channels of dealer authorizations, creating separately named divisions for the AV SO will ensure:

- Dealers authorized for similar product lines are evaluated, ranked and listed for government buyers together;
- Dealers authorized for different products lines are not evaluated, ranked or listed for government buyers together;
- The full eligible quantity of dealers is ranked and not blocked from selling (or possibly falling short from being deemed compliant for a Standing Offer) your products;
- Government buyers are contacting the correct dealers for specific products.

This process is not a mandatory requirement and it is intended only for those Manufacturers with the need to maintain dealer and product line separation related to the benefits above.

For example: Manufacturer ABC has three divisions of video products; Broadcast, Consumer and Industrial. ABC has multiple dealers for each division but with only one Manufacturer name, a maximum of only 3 dealers will be ranked for each sub-category. If three separate Manufacturer names (e.g. ABC Broadcast, ABC Consumer and ABC Industrial) were created many more dealers could be accurately evaluated and ranked. (Excluding ties, as many as nine dealers could be ranked authorized dealers across the three divisions of ABC per region)

To add another variable, if there was only one Manufacturer name and the dealer cost margins for Broadcast products were noticeably greater than for Consumer and Industrial dealers, then there would be a significant chance that Broadcast dealers would offer greater percentage discounts off of MSRP than the Consumer and Industrial dealers. Broadcast dealers would invariably end up ranking # 1, # 2 and # 3. The result is that the catalogue of ABC camcorders would be limited to broadcast camcorders and Canada would not have access to ABC's Consumer or Industrial camcorders.

It should be noted that if Manufacturers opt not to create separate division names when supplying Manufacturer authorization letters for RFSO Offerors and issues arise with the evaluation, ranking of authorized dealers and/or the products contained in the Manufacturer Product Price List, the issues will not be corrected for the duration of the Standing Offer.

### **Manufacturer Product Price List Submission - Manufacturer Instructions**

One Offeror representing each Manufacturer will be required to build a Manufacturer Product Price List of AV SO allowable products. For each Manufacturer, all of the AV SO qualified dealers will use the same product list to sell to Canada. Manufacturers will indicate on the dealer authorization letters whether the Offeror is capable of generating and updating a comprehensive list of products both accurate to Canadian Government demand and applicable to all other potential Offerors authorized by the Manufacturer. For this reason, Manufacturers should indicate as capable, only those dealers who have the technical knowledge to build a comprehensive list of products that represent the Manufacturers entire line of AV SO allowable products and clearly understand which products all of the potential AV SO Offerors sell to Canada. Manufacturers can select more than one Offeror. When more than one Offeror is selected as capable or no Offeror has been indicated as capable, PWGSC will select the Offeror who ranked # 1 for the greatest number of regions (in the event of a tie, one dealer will be randomly selected). Regardless of the Offeror selection process, the product list generated by the Offeror selected will be final and used by all the authorized dealers (in all 6 regions).

### **3. General:**

There are 4 letter templates and each one has a specific use:

- Template 1 - Manufacturer authorizes dealer. To be completed by the Manufacturer when the standard and direct authorized dealer/Manufacturer relationship exists.

Templates 2 and 3 must be provided together when a nationally recognized, solely authorized Canadian Distributor is in place representing the Manufacturer in Canada.

- Template 2 - Distributor authorizes Offeror. To be completed by the one and only Canadian Distributor certifying the Offeror as an authorized dealer of the Manufacturer.
- Template 3 - Manufacturer authorizes Distributor. To be completed by the Manufacturer certifying that the Distributor is the sole and exclusive representative of the Manufacturer in Canada.
- Template 4 - Manufacturer is the Offeror. To be completed by the Manufacturer when the Offeror and the Manufacturer are the same.

Note: the Manufacturer name submitted into [Box # 1] of any of the 4 letters is very important and must be accurate. Offerors must match this name only, as the specific Manufacturer name in their electronic offer. If Offerors offer a different name from the one provided in [Box # 1] the offer will be deemed non-compliant.

Manufacturer authorization letters must be completed entirely by the Manufacturer or solely authorized Canadian Distributor only. Offerors are prohibited from completing any part of the letter.

Accessories will be included in the Manufacturer Product Price List and will be depicted on call-ups as accessories as described in the call-up procedures.

Excluding the name of Offeror, the Manufacturer (if it has multiple division names), the region(s) selected and the Manufacturer Product Price List authorization, all information provided in the letters must be identical for all like-authorized Offerors. Letters with inconsistent information or signing authorities will be deemed non-responsive.

Manufacturers have the right to remove the authorization of any of its Offerors at any time. The remaining Offerors authorized for the Manufacturer move up the ranking order. No new Offerors can be added to the ranking list. Once removed from the list, the Offeror may not be added back into the ranking list. Notification of the removal of an Offeror must be done in writing and supplied to the AV Standing Offer authority.

## Annex "G" - Offeror Profile

Full Offeror Business Name:

\_\_\_\_\_

If public operating name is different from above please provide:

\_\_\_\_\_

Offeror's PBN Number: \_\_\_\_\_

Offeror's main business address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Web site URL: \_\_\_\_\_ N/A \_\_\_\_\_

Offeror's authorized offer representative

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

Full Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Offeror's PWGSC/AV SO contact representative (if different from above)

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

Full Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Offeror's AV SO product/client department inquiry representative (if different from above)

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

Full Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

## **Annex "H" - Commercial General Liability Insurance**

### **Commercial General Liability Insurance**

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the AV SO, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the AV SO. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

## **Annex "I" - Environmental Performance Considerations**

**(For reading purposes only, the RFSO submission form is a separate Word format attachment)**

Canada will use a star rating system (0-3) to assess an Offerors environmental initiative and include this information into the resulting Standing Offers. This will provide Identified Users with the option to choose a greener supplier.

The star rating for each Offeror will be identified in each successful Offeror's Standing Offer as well as on a Government web site. It will then be up to each Offeror to market to Identified Users their green star rating. GC plans to identify to Identified Users, the Offerors green star rating on our internal web site.

The maximum total points are 26. Two points are awarded for each performance criteria correctly attained.

- No star will be given to an Offeror if it does not provide adequate information into this section, or it obtains zero (0) point.
- One (1) star will be given to an Offeror that obtains any points up to 9 points.
- Two (2) stars will be given to an Offeror that obtains more than 10 points and up to 18 points.
- Three (3) stars will be given to an Offeror that obtains more than 19 points and up to 26 points.

Offerors will provide details and examples to demonstrate how they comply with the elements below.

### **Offerors Business Practices:**

1. Evidence of an Environmental Management System (EMS) (e.g., International Organization for Standardization (ISO 14001))
2. Have an Environmental Policy in place
3. Demonstrate commitment to voluntary environmental initiatives or community-based environmental projects
4. Member of national industry organization pursuing extended producer responsibility including, but not limited to, reuse & recycle (specify name/organization)

### **Products:**

5. Offer ENERGY STAR equipment
6. Offer products that meet WEEE (Waste and Electrical Electronic Equipment)
7. Offer products that are Restriction of Hazardous Substances (RoHS) certified
8. Offer products that are TCO Certified.
9. Audio Video equipment is equipped with sleep/power-down mode

### **Packaging:**

10. Manufacturer uses recyclable packaging
11. Manufacturer uses reusable packaging

### **Disposal:**

12. Offer take-back programs for products
13. Manufacturer offers recycling of audio video systems/components



## **Annex "J" - Manufacturer Product Price List - Building Submission**

For this RFSO, Manufacturers will indicate on the Manufacturer authorization letters whether the Offeror is capable of generating and updating a comprehensive list of products applicable to all AV SO Offerors authorized by the same Manufacturer in all regions of Canada.

Manufacturers may select more than one Offeror. When more than one capable Offeror qualifies for an AV SO, or in the occurrence that among the AV SO qualified Offerors no Offeror is indicated as capable, Canada will select the Offeror who ranked # 1 for the greatest number of regions (in the event of a tie, one dealer will be randomly selected). The product list generated by the Offeror selected will be final, used by all the authorized dealers (in all regions) and will not be amended until a product update is done.

Offerors will receive a summary spreadsheet outlining which region(s), equipment sub-categories and Manufacturers for which they have ranked. PWGSC will cross-reference the Offerors ranking results against whether the dealer was selected by the Manufacturer and then indicate on the summary spreadsheet, for which Manufacturer/equipment sub-categories the Offeror will be responsible to generate a product list.

Offerors will simply transpose from the Manufacturers most recent MSRP price list, Main Device product numbers applicable to the equipment sub-categories found on the Manufacturers authorization letter onto an Excel template supplied by PWGSC. Proprietary accessories will also be included. No product descriptions will be required.

Manufacturer name, equipment sub-category, model or part number, MSRP price (in Canadian funds) and an indication if the item includes an AV SO environmental attribute will be the fields required.. Electronically submitted, the completed spreadsheets for will be forwarded to the AV Standing Offer authority. A submission deadline will be supplied at the time of request.

It is highly recommended that Manufacturers or the authorized Canadian Distributor be directly involved in the accurate allocation of its products to ensure accuracy.

1. Offerors must enter the required data in an electronic format using a supplied Excel Line Item Template spreadsheet;
2. Offerors must complete all fields for each line item in the spreadsheet. Any line items with incomplete or blank fields will be rejected;
3. Offerors must not change the format of the Line Item Template spreadsheet in any way. At the time of line item product submissions, if the spreadsheet has been reformatted or modified, the products provided in the submission will be rejected;
4. Offerors must simply rename the Line Item Template spreadsheet file with the name of the Manufacturer;
5. One template may be used for multiple Manufacturer submissions.

Manufacturer Product Price List content:

Individual product information to be supplied will consist of the following mandatory fields:

- Manufacturer Name - Must match the Manufacturer name indicated in [Box # 1] on Manufacturer letter;
- Equipment Sub-Category - A drop-down list will be provided. Each item must be selected into the most appropriate equipment sub-category and limited to the equipment sub-categories indicated on the Manufacturer letter; for accessories, select the Accessory category.
- Model or Part Number - No spaces before the number, cutting and pasting into this cell from the Manufacturers PL (or any other source) must NOT change the formatting of the template cell. If this occurs, the template will be returned to you for you to type-in model numbers individually;
- Manufacturer's Suggested Retail Price - from the most recent Manufacturers price list must be in Canadian funds;
- Environmentally Friendly - Items will be classified as either meeting or not meeting one or more defined environmental attributes. See below for attributes.

Offerors will receive an electronic version of the template in Excel upon notification by PWGSC of a positive Audiovisual Standing Offer qualification for being selected to complete the Template.

It will be at PWGSC's discretion to verify if the products submitted conform to Annex "A" and Annex "B" allowable products definitions. PWGSC has the right to delete any or all products or services from the submitted lists or to set aside the Offerors AV SO at any time if they provide products that do not conform to Annex "A" and Annex "B" guidelines. Offerors submitting products equivalent to or covered by the Non-Allowable Products or Non-Allowable Services lists in Annex "A" will have that Manufacturer's products and rankings eliminated from their AV SO and/or their AV SO set aside.

#### **AV SO Environmental Equipment Certification**

Products will be flagged with a "Yes" to indicate if the item has any of the following third party certifications.

- Product is ENERGY STAR  
[http://www.energystar.gov/index.cfm?fuseaction=find\\_a\\_product](http://www.energystar.gov/index.cfm?fuseaction=find_a_product).
- Product is Electronic Product Environmental Assessment Tool (EPEAT) certified - Silver Level  
<http://www.epeat.net/>
- Product is Electronic Product Environmental Assessment Tool (EPEAT) certified - Gold Level  
<http://www.epeat.net/>
- Product meets WEEE (Waste and Electrical Electronic Equipment) specifications  
[http://ec.europa.eu/environment/waste/weee/legis\\_en.htm](http://ec.europa.eu/environment/waste/weee/legis_en.htm)
- Product is Restriction of Hazardous Substances (RoHS) certified <http://www.rohs.eu/english/index.html>
- Product is TCO Certified  
<http://www.tcodevelopment.com/>
- Product is equipped with sleep/power-down mode.