

**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**

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

11 Laurier St. / 11 rue Laurier  
6B3, Place du Portage  
Phase III  
Gatineau  
Québec  
K1A 0S5

<b>Title - Sujet</b> Office Suppliers/Fourniture de bure	
<b>Solicitation No. - N° de l'invitation</b> E60PD-16OSFB/A	<b>Date</b> 2015-12-18
<b>Client Reference No. - N° de référence du client</b> E60PD-16OSFB	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$PD-032-68672
<b>File No. - N° de dossier</b> pd032.E60PD-16OSFB	<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 2016-02-12</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>Delivery Required - Livraison exigée</b>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Swanson, Manon	<b>Buyer Id - Id de l'acheteur</b> pd032
<b>Telephone No. - N° de téléphone</b> (819)420-2945 ( )	<b>FAX No. - N° de FAX</b> (819)956-5706
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> As per call-up document/tel qu'indiqué sur la commande subséquente	
<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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## DEFINITIONS

In this Request for Standing Offers, unless the context otherwise requires.

### “Authorized User”

Means to a Federal Identified User and Provincial/Territorial Identified User as specified in the Standing Offer and authorized by the Standing Offer Authority to make call-ups against the Standing Offer.

### “Federal Identified User”

Means any Federal 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.

### “Provincial/Territorial Identified User”

Means any Canadian province or territory including Municipal, Academic, Institutions, Schools and Hospitals Sector (MASH) to whom the Department of Public Works and Government Services Canada can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities. For a detailed list refer to Part 6A, Section 6.6 of the Standing Offer.

## PART 1 - GENERAL INFORMATION

### Principal – Agent Relationship

Canada is not acting as an agent for the “Provincial/Territorial Identified User” nor is the “Provincial/Territorial Identified User” a principal of Canada. By issuing a call-up against the Standing Offer, the “Provincial/Territorial Identified User” accepts all responsibilities and liabilities associated with the issuance and management of the call-up.

### Offer

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

### No Obligation

The Provincial/Territorial Identified User has no obligation to use this procurement instrument.

### Exclusionary Clause

No Offeror will have any claim, action, cause of action, or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law, for damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising, against Her Majesty the Queen in Right of Canada directly or indirectly connected with the Request for Standing Offers, including but not limited to any resulting Standing Offer or call-up against a Standing Offer where the call-up is issued by a “Provincial/Territorial Identified User”.

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada, despite the fact that Her Majesty is the Standing Offer Authority. Upon the issuance of a call-up, the Provincial/Territorial Identified User will be the Contracting Authority and as such will be responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

## 1.1 Introduction

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

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

6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement; the Offeror's Representation Table; the Electronic Financial Offer Template (EFOT) Electronic Financial Offer Template (EFOT) and Supplementary Items Submission Template (SIST), the discount against regular price; the delivery schedule, , the Call-Up Document for Provincial/Territorial Identified User; the General Conditions 2009 – Standing Offers – Goods or Services – Authorized Users, the General Conditions 2015– Goods - Authorized User - (Medium Complexity) and the Instructions for Completing the Electronic Standing Offer Usage Report

The Appendices include Instructions for Completing the Financial Offer Template and Supplementary Items Submission and Electronic Standing Offer Usage report.

## 1.2 Summary

### 1.2.1 Requirement

Canada has a requirement to establish National or Regional Master Standing Offer(s) for the supply of miscellaneous office and desk supplies in accordance with Annex A - Requirement, for use by any Federal Identified User and Provincial/Territorial Identified User, on an "as and when requested" basis for a 12 month period with the right to extend for two (2) additional one (1) year periods under the same terms and conditions.

There are two (2) separate solicitation documents published on GETS for this requirement; one (1) solicitation document E60PD-16OSFB/A aimed at the general industry and one (1) under the aboriginal set-aside program E60PD-16OSFB/B. If Offerors are eligible and choose to make an offer on both requirements they must quote on the appropriate solicitation document, in other words submit two (2) separate offer packages.

### 1.2.2 Trade Agreements

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

### 1.3 Security Requirements

The security classification of this Standing Offer is "UNCLASSIFIED". However, the Offeror must treat as confidential, during as well as after the provision of goods or services contracted for, any information of a character confidential to the affairs of Canada, to which the Offeror's servants or agents become privy. The Resulting Contract Clauses contain an Article entitled "Security Requirement". The Standing Offer Authority or Authorized User making a Call-up may, at its discretion, substitute an alternative Security Requirement.

In the event an offeror does not satisfy the Security Requirement, the Authorized User will take the necessary steps to:

- a) facilitate the short term fulfillment of any resulting contract by providing an escort or alternative delivery arrangements to the Offeror(s); and
- b) facilitate a long term solution by sponsoring the registration / certification of the Offeror at the appropriate level in the Industrial Security Program.

Additional information about the Industrial Security Program is available online at: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

### 1.4 Electronic Purchasing Tool - Notification

Canada may, at any time during the Standing Offer period, choose to make use of an electronic procurement solution or other electronic tools to manage the Standing Offer and associated ordering processes.

Canada reserves the right to render participation in the use of the new solution and any associated interfaces, mandatory or optional, at its sole discretion.

Any costs associated with the implementation and maintenance of the Offeror's participation in the electronic procurement solution will be borne by the Offeror.

Canada agrees to provide the Offeror with no less than three months notice to allow for the migration to any electronic procurement solution. Any notice will, at a minimum, include the following:

- The Commercial name of the electronic procurement solution;
- Requirements pertaining to enablement or membership to the supplier networks;
- Technical requirements for catalogue formats and system interfaces (if applicable);
- Payment processing requirements (if applicable);
- Implementation plan; and
- Order processing requirements and workflows.

For all purchases for which the participation in any such electronic procurement solution is mandatory, if the Offeror chooses not to participate, the Standing Offer may be set aside by Canada.

## 1.5 Debriefings

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

## 1.6 Official Language Act

The *Official Languages Act* specifies that PWGSC has an obligation to provide services to other government departments and agencies in the language of work of the region. The Atlantic, Quebec, National Capital Region (NCR), Eastern and the Northern Ontario regions are prescribed under the Act and are therefore designated as bilingual regions for language of work purposes. In regions prescribed as bilingual, any resulting Offeror is required to serve those prescribed regions in both official languages, such as the provision of bilingual Offeror price lists.

For the purposes of this requirement any Offeror across Canada that is quoting on a bilingual designated region must offer documentation in both official languages and must be able to provide bilingual services to those regions, such as a bilingual contact, taking orders etc.

## 1.7 Key Terms

PWGSC	-Public Works and Government Services Canada
RFSO	- Request for Standing Offer
RMSO	- Regional Master Standing Offer
NMSO	- National Master Standing Offer
NCR	- National Capital Region
EFOT	- Electronic Financial Offer Template (basket of goods)

**Catalogue** – The term Catalogue will be interpreted to mean a book, pamphlet either printed or electronic, which may be illustrated, that contains details the Offeror items for sale, regardless of its title.

**House Brand, Private Label** – The terms House Brand and Private Label refer to a proprietary brand of merchandise sold by one retailer and its associates and often bearing the name of the retailer or buying group. Additionally, for the purpose of this requirement PWGSC will deem all House Brand products from one Offeror as technically equivalent to products similar in form and function to those marketed by other Offerors.

**National Brand** – The term National Brand refers to a brand marketed throughout a national market. National Brands and are usually owned and promoted by their manufacturers.

**Delivery Duty Paid (DDP) Incoterm:** Seller is responsible for delivering the goods to the named place in the country of the buyer, and pays all costs in bringing the goods to the destination including import duties and taxes.

**Large Population Centre:** a populated geographical area constituting a city, or municipality and surrounding area with 100,000 residents or more which is road accessible throughout the year.

**Medium Population centre:** a populated geographical area constituting a city, town or municipality and its surrounding areas with 30,000 to 99,999 residents which is road accessible throughout the year

**Small population Centre:** a moderately populated geographical area constituting a city, town or municipality and its surrounding areas with 1,000 to 29,999 residents which is road accessible throughout the year.

N° de l'invitation - Sollicitation  
E60PD-16OSFB/A  
N° de réf. du client - Client Ref. No.  
E60PD-16OSFB

No.N° de la modif - Amd. No.  
File No. - N° du dossier  
PD032E60PD-16OSFB

Id de l'acheteur - Buyer ID  
PD032  
N° CCC / CCC No./ N° VME - FMS

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**Remote Area:** a small locality or community that is secluded and may not be road accessible throughout the year. For the purpose of this requirement Vancouver Island and the Island of Newfoundland are considered to be road accessible (via major ferry service) throughout the year.

**Bilingual** – The term Bilingual means both official languages of Canada, English and French.

**Office and Desk Supplies** – Products whose primary function is related to the execution of business, clerical, and administrative duties in an office environment.



## PART 2 – OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

#### Section – General Information

**Delete:** the words “departments and agencies” and “Canada”

**Insert:** Authorized User

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

**Delete:** 60 days

**Insert:** 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 Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

#### 2.3.1 Bidder's Conference

A bidders' conference will be held on Thursday, January 14, 2016 at Place du Portage Phase IV, Level 0, 140 Promenade du Portage, Gatineau Quebec, K1A 0J9 (Papineau Room).

**English session:** 10:00 AM

**French session:** 1:30 PM

The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered.

Offerors also have the opportunity to attend the conference via teleconference. (The teleconference number will be available 2 working days before the conference).

Offerors are requested to communicate with the Standing Offer Authority by email at: [RapportsOACPD.SOAREportingPD@tpsgc-pwgsc.gc.ca](mailto:RapportsOACPD.SOAREportingPD@tpsgc-pwgsc.gc.ca) at least 2 working days before the conference to confirm attendance. Offerors must confirm whether attending in person or via teleconference.

Teleconference information will be provided 5 days prior to the bidder's conference.

Offerors should provide in writing, to the Standing Offer Authority, the names of the person(s) who will be attending and which session they wish to attend (English or French).

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation.

## **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

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

**Section I: Technical Offer**, one (1) hard copy, one (1) soft copy on CD or DVD of the Offeror's Representation Table

**Section II: Financial Offer** (Annex "C") (one 1) hard copy of the "Pricing Summary" Worksheet and one (1) soft copy of the entire workbook on CD or DVD

**Section III: Certifications**, one (1) hard copy

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Offerors may submit an offer for one (1) or more of the following region(s), excluding Comprehensive Land Claims Settlement Areas:

- 1) **British Columbia Region:** All localities within the province of British Columbia with postal codes beginning with the letter V.
- 2) **Alberta Region:** All localities within the province of Alberta with postal codes beginning with the letter T
- 3) **Saskatchewan Region:** All localities within the province of Saskatchewan with postal codes beginning with the letter S
- 4) **Manitoba Region:** All localities within the province of Manitoba with postal codes beginning with the letter R
- 5) **Northern Ontario (Bilingual):** All localities within the province of Ontario with postal codes beginning with the letter P.
- 6) **Southern and South Central (SSC) Ontario:** All localities within the province of Ontario with postal codes beginning with the letters L, M and N.
- 7) **Eastern Ontario and National Capital Area – NCA (Bilingual):** All localities within the province of Ontario with postal codes beginning with the letters K and localities within Quebec beginning with the following three characters: J9A, J9B, J9E, J9H, J9J, J8L, J8M, J8N, J8P, J8R, J8T, J8V, J8X, J8Y, J8Z, J0W, J0X.
- 8) **Québec Region:** All localities within the province of Quebec with postal codes beginning with the letters G, H and J excluding those identified as being part of the National Capital Area – NCA.
- 9) **Newfoundland and Labrador:** All localities within the province of Newfoundland and Labrador with postal codes beginning with the letter A
- 10) **New-Brunswick and Prince Edward Island (Bilingual):** All localities within the provinces of New Brunswick and Prince Edward Island with postal codes beginning with the letters C and E

11) **Nova Scotia:** All localities within the province of Nova Scotia with postal codes beginning with the letter B  
Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

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

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

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

- a) The Offeror is requested to complete all areas of the document where they are directed to provide information in "blanks" and "fill-ins".
- b) The Offeror is requested to complete the "Offeror's Representation Table" included in the Electronic Files Package (Annex B) in accordance with the following instructions. The Offeror's Representation Table submitted with the Offer will form part of a resulting Standing Offer.

Offerors should not change the format of the "Offeror's Representation Table" in any way. Offerors are requested to identify a Sales Contact for each region as well as contacts responsible for General Inquiries and Delivery Follow up.

Offerors should provide a soft copy on CD/DVD of the Offeror's Representation table.

- c) The Offeror is requested to complete the Supplementary Items Submission Template (SIST) in accordance with the instructions at Appendix 1. PWGSC will, at its discretion, establish a Supplementary Items List from the submitted items and will request additional information from qualified suppliers once technical and financial evaluations have been completed. The resulting list will form part of the resulting Standing Offer(s).

Offerors should provide a soft copy on CD/DVD of the Supplementary Items Submission Template (SIST).

- d) The Offeror is requested to complete the Delivery Timetable Template and the Additional Discounts Template provided in the electronic files package in accordance with the instructions at Annexes D and E.

The Offeror is requested to submit these with their Offer. The Delivery Timetable Template and the Additional Discounts Template will form part of a resulting Standing Offer.

Offerors should not change the format of these tables in any way.

Offerors should provide a soft copy on CD/DVD of the Delivery Timetable Template and the Additional Discounts Template.

## **Section II: Financial Offer**

Offerors must submit their financial offer in the provided Electronic Financial Offer Template (EFOT) in accordance with the instructions at Appendix 1. Applicable taxes excluded, DDP (Delivered Duty Paid).

### **3.1.1 Electronic Payment of Invoices**

The following Electronic Payment Instruments are accepted by the Offeror for payment of invoices:

- a). Payment by credit card (Visa or MasterCard).

Canada requests that the Offeror indicates which credit card is accepted;

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

- b) Payment by Direct Deposit

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

## **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

## **PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1 Mandatory Technical Evaluation**

The Offeror must submit the following with their offer

- a) The Offeror must submit a company profile which demonstrates that they have the ability to perform the full scope of the work as described in the requirement.

Each of the elements below must be addressed:

- company history
  - dealership status for the items offered;
  - ability to honour manufacturer's warranty (as applicable) on items offered;
  - delivery methods (ex: fleet of vehicles or third party transportation);
  - inventory and warehousing infrastructure;
  - order management and tracking system;
  - participation in, or certifications resulting from environmental programs/initiatives, if any.
- b) The Offeror must accept payment by credit card.
  - c) The Offeror must certify that they have the ability to offer bilingual service in bilingual designated regions.
  - d) The Offeror must complete and submit the Electronic Financial Offer Template (EFOT) in accordance with the instructions at Appendix 1 - Instructions for completing the Financial Offer Template.
  - e) The Offeror identify in column "V" which items are Listed Items and which are Non-Listed Items. Offerors must demonstrate that more than 50% of the items listed in the EFOT are Listed Items
  - f) The Offeror must complete all areas of the document where they are directed to provide information in "blanks" and "fill-ins".

#### **4.1.2 Financial Evaluation**

Financial offers will be evaluated in accordance with the methodology below.

#### 4.1.2.1 Sustainable Pricing

In Canada's experience, when financial evaluation of offers is based on a basket of goods, Offerors will from time to time propose prices that do not allow them to recover their costs and/or make a profit on certain items. Canada encourages Offerors to submit sustainable pricing for this requirement.

A sustainable price is defined as a price for an item that can, without subsidy, generate greater than zero profit for the Offeror. For the purpose of this requirement, prices for an item that are within the normal price distribution for that item will be considered as sustainable.

Manufacturer incentive programs such as, but not limited to, additional rebates based on sales volume or volume commitments and co-operative advertising programs are considered as subsidies.

When evaluating the prices offered, Canada may choose to verify sustainability of price for prices it deems abnormally low through one or several means such as:

- a) Inquiring directly to the manufacturer or reseller of record for the item; or
- b) Requesting price support from the Offeror.

An abnormally low price is defined as a price remarkably lower than the normal distribution of prices offered for an item.

Examples of price support that Canada would consider satisfactory include:

- (a) a current manufacturer's published price list indicating the cost of the item to the Offeror; or
- (b) documentation such as copies of recently paid manufacturer/distributor invoices *excluding any volume rebates or discounts*; or
- (c) a signed contract or agreement between the Offeror and its supplier which includes pricing structures. Once Canada requests price support for any item, it is the sole responsibility of the Offeror to submit the information (either the information described in the examples above or information that demonstrates that it will be able to recover its own costs based on the price it has proposed) that will allow Canada to determine, with confidence, that the price proposed is sustainable.

Where Canada determines that the price offered is not sustainable, Canada will assign a score of zero (0) points to the Offeror for the item in question.

#### 4.1.2.2 Aberrant prices

In addition to the evaluation methodology described below, PWGSC may use mathematical models supplemented by independent research to identify and isolate aberrant prices. An aberrant price is defined as a price whose deviation from the norm is so great that it has an impact on PWGSC's ability to evaluate prices offered for the line item fairly. Prices deemed as aberrant by PWGSC will be excluded from the calculations at 4.1.2.3 a) through d) and assigned a score of zero (0).

Should more than 10% of the prices in an Offer be deemed aberrant, that Offer will be considered non-compliant.

#### 4.1.2.3 Calculation Methodology

All examples in this section will be based on values presented in the tables attached at Annex C.

Each Region will be evaluated independently from the others. For each of the line items of the EFOT:

- a). Each Offeror's line item price will be scored using a formula based on the premium paid between the price offered and the lowest offered sustainable price multiplied by the associated factor (F).
- b). The following factor will be applied based on the item's dollar value:  
\$0.01 - \$9.99 - Factor (F) of 1;  
\$10.00 - \$99.99 - Factor (F) of 2;  
\$100.00 - \$600.00 - Factor (F) of 3.
- c) The lowest price (L) for an item will be granted a score of 100%. Every other sustainable price (P) will be granted a score based on the following formula  $\text{Score} = (1 - ((P/L) - 1) * F) * 100$

Example:

A price of \$2.30 for an item whose lowest sustainable price is 2.00\$ representing a premium of 15%

$(1 - ((2.3/2) - 1) * 1) * 100 = 85$  points

A price of \$30.00 for an item whose lowest sustainable price is 25.00\$ representing a premium of 20%

$(1 - ((30/25) - 1) * 2) * 100 = 60$  points

A price of \$110 for an item whose lowest sustainable price is 100.00\$ representing a premium of 10%

$(1 - ((110/100) - 1) * 3) * 100 = 70$  points

- d). The scores for all the offered items will be averaged by Offeror to establish a Total Average Score. The Total Average Score will be rounded to 2 decimals.

#### 4.2 Basis of Selection

Offers will be evaluated and issued on a regional basis. In the event that an Offeror is successful in more than one region, PWGSC will issue one Standing Offer document addressing the applicable regions. All Standing Offer documents will clearly indicate the regions and individual pricing that applies. The regions for the RFSOs and resulting RMSOs are defined in Part 3 Offer Preparation Instructions, paragraph 3.1. of the RFSO.

Multiple Standing Offers may be issued for each region.

1. To be declared responsive, an offer must:
  - (a) Comply with all the requirements of the Request for Standing Offers (RFSO);
  - (b) Meet all mandatory technical evaluation criteria;
  - (c) Obtain a Total Average Score of 75% or more in the Financial Evaluation.
  - (d) Maintain as Listed Items more than 50% of the items listed in the EFOT.
2. Offers meeting requirements (a) through (d) will be recommended for issuance of a Standing Offer.
3. Qualified Offerors will be invited to complete the pricing, Offeror part number (SKU), and Stocking status columns in the Supplementary Items List (SIL) established by PWGSC as a result of Offeror SIST submissions. Any Offeror who does not provide the required information for all items will be



N° de l'invitation - Solicitation  
E60PD-16OSFB/A  
N° de réf. du client - Client Ref. No.  
E60PD-16OSFB

No.N° de la modif - Amd. No.  
File No. - N° du dossier  
PD032E60PD-16OSFB

Id de l'acheteur - Buyer ID  
PD032  
N° CCC / CCC No./ N° VME - FMS

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deemed non-responsive and will receive no further consideration. Offerors cannot be disqualified on the basis of price for the items in the supplementary items list.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. 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>), to be given further consideration in the procurement process.

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

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

#### **5.2.1 Integrity Provisions – 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 – applies to requirements issued on behalf of a Federal Government Department or Agency only**

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

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

N° de l'invitation - Solicitation  
E60PD-16OSFB/A  
N° de réf. du client - Client Ref. No.  
E60PD-16OSFB

No.N° de la modif - Amd. No.  
File No. - N° du dossier  
PD032E60PD-16OSFB

Id de l'acheteur - Buyer ID  
PD032  
N° CCC / CCC No./ N° VME - FMS

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### **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

#### **5.2.3.1 Rate or Price Certification**

**(This clause only applies to the Supplementary Items List and does not include the list of items in the Basket of Goods).**

The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.

## **PART 6 – STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **6A. STANDING OFFER**

#### **DEFINITIONS:**

In this Standing Offer, unless the context otherwise requires,

#### **“Authorized User”**

Means a Federal Identified User and Provincial/Territorial Identified User as specified in the Standing Offer and authorized by the Standing Offer Authority to make call-ups against the Standing Offer.

#### **“Federal Identified User”**

Means any Federal 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.

#### **“Provincial/Territorial Identified User”**

Means any Canadian province or territory including Municipal, Academic Institutions, Schools and Hospitals Sector (MASH) to whom the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities. For a detailed list, refer to Part 6A. Section 6A.6.1 of the Standing Offer.

### **GENERAL INFORMATION**

The Offeror will provide and deliver the goods, services or both described in the Standing Offer, in accordance with the pricing set out in this Standing Offer if and when the Authorized User requests such goods, services or both, in accordance with the conditions set out in the Standing Offer.

#### **Principal – Agent Relationship**

Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada. By issuing a call-up against the Standing Offer, the “Provincial/Territorial Identified User” accepts all responsibilities and liabilities associated with the issuance and management of the call-up.

#### **No Obligation**

The Provincial/Territorial Identified User has no obligation to use the Standing Offer.

#### **Exclusionary Clause**

The Offeror agrees that they will have no claim, action, cause of action, or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law, for damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising, against Her Majesty the Queen in Right of Canada directly or indirectly connected with the Standing Offer or call-up against the Standing Offer when the call-up is issued by a Provincial/Territorial Identified User.

#### **6A.1 Offer**

The Offeror offers to fulfil the requirement in accordance with the Requirement at Annex “A”, The Electronic Price List and Supplementary Items List at Annex “C” of the Standing Offer document.

### 6A.1.1 Electronic Purchasing Tool

1. During the period of the Standing Offer, Canada may begin using an electronic purchasing tool or other electronic tools to acquire goods or services. Canada reserves the right to make the use of the new electronic purchasing tool mandatory or optional, at its sole discretion.
2. For the migration to any electronic purchasing tool identified as mandatory, the Offeror must provide their catalogue of goods or services, upon request from the Standing Offer Authority, as detailed in the "Requirement" at Annex "A":
3. For all purchases for which the use of any such electronic purchasing tool is mandatory, Canada agrees to provide Offerors with no less than a three month notice to allow for the migration to any electronic purchasing tool prior to making use of the tool mandatory to all Standing Offer holders.
4. When the migration to the electronic tool is mandatory, if the Offeror chooses not to propose their products or services through the electronic tool, the Standing Offer will be set aside by Canada.

### 6A.2 Security Requirements

The security classification of this Standing Offer is "UNCLASSIFIED". However, the Offeror must treat as confidential, during as well as after the provision of goods or services contracted for, any information of a character confidential to the affairs of Canada, to which the Offeror's servants or agents become privy. The Resulting Contract Clauses contain an Article entitled "Security Requirement". The Standing Offer Authority or Federal Identified User making a Call-up may, at its discretion, substitute an alternative Security Requirement.

The information below applies only to Federal Identified Users.

In the event an offeror does not satisfy the Security Requirement, the Federal Identified User will take the necessary steps to:

- a) facilitate the short term fulfillment of any resulting contract by providing an escort or alternative delivery arrangements to the Offeror(s); and
- b) facilitate a long term solution by sponsoring the registration / certification of the Offeror at the appropriate level in the Industrial Security Program.

Additional information about the Industrial Security Program is available online at: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

### 6A.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada, to the exception of the General Conditions 2009 which is attached at Annex "H".

#### 6A.3.1 General Conditions

**2009 (2015-12-18) General Conditions – Standing Offers – Goods or Services – Authorized User** attached as Annex "H", apply to and form part of the Standing Offer and are amended as follows:

**The following sections apply to Federal Identified Users only:**

Section 05 – Call-ups

Section 11 – Integrity Provisions

**6A.3.2 Standing Offers Reporting**

**6A.3.2.1 Periodic Usage Reports - Standing Offer**

The Offeror must compile and maintain records on the provision of goods and services for both Federal Identified Users and Provincial/Territorial Identified Users for all contracts resulting from the Standing Offer. This data must include all purchases by Authorized Users, including those paid for by an Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "F ". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted by email on a quarterly basis to the Standing Offer Authority at [RapportsOACPD.SOARreportingPD@qc.ca](mailto:RapportsOACPD.SOARreportingPD@qc.ca). The data must be submitted no later than 15 calendar days after the end of the reporting period.

Reporting will be subject to validation. In the event reporting submitted fails to comply with the requirements at Annex "F" of the Standing Offer, the Standing Offer Authority or delegated individual will notify the Offeror of its non-compliance and may, at its sole discretion, set aside the Standing Offer without further notification.

**6A.3.2.2 Ad Hoc Usage Reports - Standing Offer**

From time to time the Standing Offer Authority may request additional Ad Hoc Reports based on ranges of criteria already identified in the Periodic Reporting requirement at Annex "F". When requested to do so, Offerors will provide the Ad Hoc Report in accordance with the requested criteria within a reasonable timeframe.

**6A.4 Term of Standing Offer**

**6A.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from April 1, 2016 to March 31, 2017.

**6A.4.2 Extension of Standing Offer**

The Offeror agrees to extend its offer for two (2) additional one (1) year periods, under the same conditions and at the rates or prices established in accordance with the provisions the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority, at the latest thirty (30) days before the expiry date of the Standing Offer.

#### **6A.4.2.1 Pricing Adjustments**

Upon notification of extension:

- 1) Canada may make changes to the selection of items in the Supplementary Items List and request pricing as well as Listed Yes/No status from Offerors.
- 2) Offerors will be authorized to modify their pricing. Pricing may be adjusted downward, upward or left the same. The PWGSC Sustainable Pricing strategy does not apply to pricing revisions.

Offerors must submit proposed price changes to the Standing Offer Authority for consideration. Prices must not be increased by more than the rate established in the Consumer Price Index (CPI). The CPI is widely used as an indicator of the change in the general level of consumer prices or the rate of inflation.

For the purpose of this Standing Offer, CPI shall be the percentage change over one year, Core CPI, as posted at the Bank of Canada web site, will be used. (link below)

[http://www.bankofcanada.ca/rates/price-indexes/cpi/?page\\_moved=1](http://www.bankofcanada.ca/rates/price-indexes/cpi/?page_moved=1)

#### **6A.4.2.2. Discontinued and Dated Items, Product Number Changes**

In the event a product is no longer available from the manufacturer or that the manufacturer has changed its product number, Offerors may submit a request to change or delete the product from their Offer. Requests must be supported by a letter from the manufacturer or reseller of record confirming that the product is either no longer available or provided under a new product number.

Given the transient nature of dated products such as calendars, planners and agendas, PWGSC reserves the right to update part numbers for these items in the Price List to reflect the change in year, every year.

#### **6A.4.2.3. Validation and Acceptance of Changes**

Proposed changes to the Standing Offer will be subject to validation and may be accepted or declined at Canada's sole discretion. If the changes are accepted the Standing Offer will be revised to reflect the changes and any increases or decreases in price.

If the changes are not accepted, Canada may set aside the Standing Offer

### **6A.5 Authorities**

#### **6A.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: **Manon Swanson**  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: CCPD  
Telephone: 819 420-2945      Facsimile: 819 956-5706  
E-mail address: [manon.swanson@tpsgc-pwgsc.gc.ca](mailto:manon.swanson@tpsgc-pwgsc.gc.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable.

## 6A.5.2 Contracting Authority

When a call-up is issued by a:

- **Federal Identified User**, the Standing Offer Authority is the Contracting Authority and as such is responsible for any contractual issues relating to individual call-ups made against the Standing Offer.
- **Provincial/Territorial Identified User**, the Provincial/Territorial Identified User is the Contracting Authority and as such is responsible for any contractual issues or any other issues related to individual call-ups made against the Standing Offer.

## 6A.5.3 Project Authority

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

## 6A.5.4 Offeror's Representative

See the "Offeror's Representation Table" at Annex B of the Standing Offer document

## 6A.6 Federal Identified Users

The Federal Identified Users authorized to make call-ups against the Standing Offer include any Federal 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.

### 6A.6.1 Provincial/Territorial Identified User

The below is a list of organizations authorized to make call-ups against the Standing Offer:

- *Alberta (insert hyperlink to PT website)*
- *Newfoundland and Labrador (insert hyperlink to PT website)*
- *Prince Edward Island (PEI) (insert hyperlink to PT website)*
- *Saskatchewan (insert hyperlink to PT website)*

The call-up against a standing offer must be issued by a Provincial/Territorial Identified User identified on the lists mentioned above. It is the responsibility of the Offeror to ensure that the entity making the call-up against the Standing Offer is duly authorized to do so.

## 6A.7 Call-up Procedures

**For requirements of \$50 to \$500:** Federal Identified Users should make call-ups against the Standing Offer that best meets their immediate needs.

**For requirements greater than \$500 to \$25,000:** Federal Identified users should make call-ups against the standing offer that represents best value to Canada. Best Value in this case is defined as the lowest total aggregate price for a basket of goods.

1. The Electronic Price Lists, Discount Schedules, and Delivery Timeline Tables for the Standing Offers under this requirement are published on the Standing Offer Index. Federal Identified Users are directed to use



this procurement aid in determining which Standing Offer represents best value while satisfying their immediate requirement.

2. Federal Identified Users must document their procurement action based on contracting policies and procedures set in place by Treasury Board.
3. Authorized Call-ups against this Standing Offer must be made using the duly completed forms or their equivalents as identified in Paragraph 6.A.8 by facsimile, electronic mail or any other medium deemed acceptable by both the Federal Identified User and the Offeror.
4. No costs incurred before the receipt of a signed Call-up or equivalent document can be charged to this Standing Offer.
5. Upon receipt of a Call-up, the Offeror must provide Canada with any further price reductions in effect as a result of a special offering due to volume discounts, year end or surplus manufacturing runs, special job lots, sales, clearances or promotions.
6. If by error or omission the Federal Identified User fails to apply the correct price as listed in the Electronic Price List or applies it improperly, it will be the responsibility of the supplier to notify the Federal Identified User of the correct price prior to delivery.
7. Any modifications to the original call-up must be supported by the issuance of an amended call-up form.
8. Numbering of Call-ups paid for by Acquisition Cards.

For audit purposes, it is recommended that Federal Identified Users number Call-ups paid for by acquisition cards according to a unique and sequential numbering system. The following format is suggested (XXXX-YYMMDD-SS). XXXX represents the four last digits of the credit card number; YYMMDD represents the date of the order and; SS represents a sequential number for orders placed the same day

## **6A.8 Call-up Instrument**

### **6A.8.1 Federal Identified User**

For call-ups issued by a Federal Identified User, the Work will be authorized or confirmed by the Federal Identified User(s) using form:

PWGSC-TPSGC 942 Call-up Against a Standing Offer  
PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery  
PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version only)  
PWGSC-TPSGC 945 Call-up Against Multiple Standing Offers (French version only)

Or

An equivalent form or electronic call-up document which at a minimum:  
Identifies the Standing Offer number;  
Signifies acceptance of the terms and conditions of the Standing Offer;  
Includes a description and a unit price for each item on the call up;  
Identifies the total value of the call up;  
Identifies a point of delivery;  
Acknowledges that funds are available under Section 32 of the *Financial Administration Act*;  
Acknowledges the User's authority to enter into a contract.

## **6A.8.2 Provincial/Territorial Identified User**

For call-ups issued by a Provincial/Territorial Identified User, the Work will be authorized or confirmed using the attached form as detailed in Annex "G".

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up.

## **6A.9 Limitation of Call-ups**

### **6A.9.1 Federal Identified User**

Unless otherwise specified, individual call-ups against the Standing Offer must be between \$ 50.00 (minimum order) to \$25,000.00 (including applicable taxes).

Statistics Canada may, for its own requirements, issue call-ups up to \$100,000.00 (including applicable taxes)

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

### **6A.9.2 Provincial/Territorial Identified User**

Individual call-ups against a Standing Offer must not exceed each province or territory's financial delegation.

## **6A.10 Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2009 (2015-12-18), General Conditions - Standing Offers - Goods or services – Authorized User;
- d) the general conditions 2015A, (2015-12-18), General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex C, Electronic Financial Offer Template;
- g) Annex D, Discount against regular price;
- h) Annex E, Delivery schedule;
- i) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).

## **6A.11 Certifications**

### **6A.11.1 Compliance**

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer (SO).

Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the additional 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 set aside the Standing Offer and any Authorized User has the right to terminate any resulting contract for default.

#### **6A.12 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (Will be completed at time of Standing Offer issuance).

#### **6A.13 Marketing Communication**

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

- a) The Standing Offer Number;
- b) The Standing Offer Title;
- c) The applicable Region;
- d) The Standing Offer expiry date;
- e) Publication date; and
- f) Effective period.

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

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

#### **6A.14 Catalogue Distribution**

As a result of Canada's commitment to the "*Policy on Greening procurement*", the mass distribution of printed catalogues for this commodity is prohibited. Offerors may, as an alternative to print catalogues, distribute an electronic version of their Standing Offer catalogue to Authorized Users that have either requested it or have voluntarily opted to receive it. Catalogues must contain only the items authorized in the Standing Offer.

Electronic catalogues submitted by qualified Offerors to the Standing Offer Authority will be made available to Authorized users on the Standing Offer Index web site at: <http://soi.pwgsc.gc.ca>.

#### **6A.15 Electronic Transactions via the Offeror's web site**

In the event the Offeror chooses to offer Authorized users the capability of completing transactions (Call-ups against the Standing Offer) via the Offeror's web site, the requirements at 6A.15.1 must be met.

The Offeror must notify the Standing Offer authority of its intent to offer web transactions. Upon notification, the Standing offer authority or delegated individual(s) will initiate the "Virtual Call-up" verification process.

The Standing Offer Authority will be granted access to one or more “do not ship” account(s) for verification and testing purposes. The account(s) will allow the Standing Offer Authority to verify compliance with pricing and functionality requirements in all Regions and must be valid for the entire period of the Standing Offer.

Only once a Offeror's site has successfully completed the verification process will Electronic Transactions be authorized.

#### **6.A.15.1 Web site functionality requirements**

- a) The Offeror must provide Authorized users with access to a web site or microsite (hereinafter referred to as “the Site”) whose explicit purpose is to conduct electronic commerce against PWGSC Standing Offers;
- b) The Site will be available for browsing and the conduct of transactions only by Authorized users who have registered on the Site (Registered User);
- c) The Site will require a unique username and a password for each registered individual;
- d) The Site content and any transactions executed on the Site will be encrypted with high grade encryption algorithm (Minimum 128 bit encryption);
- e) The Site must include only items in active PWGSC Standing Offers;
- f) The Site must be bilingual in the event that the Offeror is awarded a Standing offer in a Bilingual region;
- g) The Site must meet Web Content Accessibility Guidelines (WCAG) 2.0.

#### **6A.15.2 Registration requirements**

- a) To register, an Authorized user must provide the following:  
Full Name and Title;  
Official name of the Ministry, Department, Agency, Board, Town, City, Municipality or other entity as listed in the Authorized User schedules;  
Billing address;  
E-mail address;  
Phone number (10 digit);

In the event any of the registration information requested above is incomplete, the user will only be authorized to browse and save a “shopping cart”.

User registration information must be confirmed by the user with every transaction. User accounts that have been inactive for a period exceeding 6 months will be disabled until such time as registration information can be re-confirmed by the user.

#### **6A.15.3 Transaction Requirements**

Prior to completing any electronic sales transaction the following requirements must be met:

- a) the Authorized User must confirm the content of their order, and that billing and shipping information is correct. In the event any information is incorrect, the user will be required to update / correct this information;

- b) the Authorized User must confirm that the transaction is being done in accordance with the Standing Offer terms and conditions, The Standing Offer number(s) must appear in the confirmation statement;
- c) the Authorized User must confirm that they hold or have obtained the appropriate approval to execute the transaction.

#### **6A.15.3.1 Grace Period**

The Offeror will be granted grace period of 90 days from time of issuance of a Standing Offer to allow the Site to be put in place. After the expiry of the grace period, electronic transactions via the Site must comply with articles 6A15.1 to 6A.15.3 above.

In the event the Site does not comply with these requirements after the expiry of the grace period, the Offeror must not accept transactions via their web site. Failure to comply with this instruction may result in the Standing Offer being set aside.

## **6B. RESULTING CONTRACT CLAUSES**

### **DEFINITIONS:**

In the Contract, unless the context otherwise requires:

#### **“Authorized User”**

Means a Federal Identified User and Provincial/Territorial Identified User as identified in the Contract.

#### **“Federal Identified User”**

Means any Federal 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.

#### **“Provincial/Territorial Identified User”**

Means any Canadian province or territory including Municipal, Academic Institutions, Schools and Hospitals Sector (MASH) to whom the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, as detailed in Part 6A, Section 6A.6.1 of the Standing Offer and forming part of the

## **GENERAL INFORMATION**

### **No Obligation**

The Provincial/Territorial Identified User has no obligation to use the Standing Offer.

### **Exclusionary Clause**

No Contractor will have any claim, action, cause of action, or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law, for damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising, against Her Majesty the Queen in Right of Canada directly or indirectly connected with this call-up against a Standing Offer where the call-up against a Standing Offer is issued by a Provincial/Territorial Identified User.

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

### **6B.1 Requirement**

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

### **6B.2 Standard Clauses and Conditions**

#### **6B.2.1 General Conditions**

**2015A (2015-12-18) General Conditions – Goods** – Authorized User (Medium Complexity) attached as Annex “I” apply to and form part of the Contract and are amended as follows:

**The following sections apply to Federal Identified Users only:**

Section 02 – Standard Clauses and Conditions  
Section 03 – Powers of Canada  
Section 04 – Status of the Contractor  
Section 11 – Taxes

Section 13 – Transportation Carrier's Liability

Section 25 – Right of Set-Off

Section 26 – Conflict of Interest and Values and Ethics Codes for the Public Service

Section 27 – Contingency Fees

Section 29 – Integrity Provisions – Contract

Section 16 Interest on Overdue Accounts, of General Conditions 2015A (2015-12-18) will not apply to payments made by credit cards.

Section 15 Payment Period, of General Conditions 2015A (2015-12-18) will not apply to payments made by credit cards at point of sale.

Section 8 Inspection and Acceptance of the Work, of General Conditions 2015A (2015-12-18) is modified as follows:

Insert:

In cases where the Authorized User has ordered an item by mistake, the Authorized User may request that the product be exchanged for the correct item. The Authorized User must notify the Contractor within fourteen (14) calendar days of delivery. If notification is received within fourteen (14) calendar days the item will be picked-up and replaced with the correct item, or a credit / refund issued within ten (10) working days. No restocking charges shall be applied.

In cases where the Authorized Uses does not notify the Contractor within fourteen (14) calendar days of delivery, the Contractor may in provinces where the practice is legal apply a restocking charge to a maximum amount of 15% of the value of the returned item. In the event thirty (30) days have passed since delivery the Contractor may decline or accept the return at its sole discretion.

Transportation charges for the return of items ordered by mistake shall be at the Authorized User cost. Return transportation shall be done by the Offeror using the most economical means at its disposal. Prepaid transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

### **6B.3 Term of Contract**

#### **6B.3.1 Delivery**

The contractor should, when practicable to do so, ship orders complete.

Delivery for all Listed Items must be completed within the number of days corresponding to locality size and order value specified in the Contractor's Delivery Table at annex E; and

Delivery for all Non-Listed items must be completed within the number of days corresponding to locality size and order value specified in the Contractor's Delivery Table at annex E

Deliver of Mixed orders, All Listed and Non-Listed Items must be Complete within the corresponding Non-Listed items timeframe.

#### **6B.3.2 Delivery to Remote Areas**

In the event, the goods called up are to be delivered to a Remote Area, the Authorized User is responsible for choosing the most economical mode of transport that meets its requirement. This includes the costs as well as determining the mode of transport, the time frame and the transportation firm.

If no instructions are provided in the call-up, the Contractor may propose shipping arrangements. Before proceeding with shipment the Contractor must verify that the Authorized User accepts the proposed shipping arrangements and costs.

## **6B.4 Payment**

### **6B.4.1 Basis of Payment (Small, Medium and Large Population Centres)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the contractor shall be paid firm unit prices as specified in the contract, DDP (Delivered Duty Paid) destination, applicable taxes extra, shipping handling and delivery charges included.

The Authorized User 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.

#### **6B.4.1.1 Basis of Payment (Remote Areas)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the contractor shall be paid firm unit prices as specified in the contract, DDP (Delivered Duty Paid) destination, applicable taxes extra, shipping and delivery charges not included. Transportation charges are to be paid in accordance with the agreed upon shipping arrangements and, where applicable, shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill.

The Authorized User 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.

### **6B.4.2 SACC Manual Clause**

**H1000C (2008-05-12) Single Payment is amended as follows;**

**Delete:** Canada

**Insert:** Authorized User

### **6B.4.3 Electronic Payment of Invoices – Standing Offer**

The Contractor accepts to be paid using the following Electronic Payment Instruments:

- a. Payment by Credit Card will be made for call-ups against the Standing Offer.  
The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.
- b. Payment by Direct Deposit will be made for call-ups against the Standing Offer.

## **6B.5 Invoicing Instructions**

The Contractor must submit its invoices in accordance with the information required in Section 10, Invoice Submission, of the 2015A, General Conditions – Goods – Authorized User (Medium Complexity).

### **6B.5.1 Consolidated Invoicing**

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



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

#### **6B.6 SACC Manual Clauses**

B1501C(2006-06-16) Electrical Equipment

B7500C(2006-06-16) Excess Goods is amended as follows:

**Delete:** the words "Canada" and "Identified User"

**Insert:** "Authorized User"

C2000C (2007-11-30) Taxes - Foreign based Contractor

C0100C (2010-01-11) Discretionary Audit - Commercial Goods and/or Services is amended as follows:

**Delete:** the words "Canada" and "Identified User"

**Insert:** "Authorized User"

D0040C (2010-08-16) Shipping Surcharges for Large, Bulky or Heavy is amended as follows:

**Delete:** the words "Canada" and "Identified User"

**Insert:** "Authorized User"

G1005C (2008-05-12) Insurance

## ANNEX “A” REQUIREMENT

This method of supply will be utilized for widespread, repetitive, low cost, commonly available, commercially available off-the-shelf items, including consumables, normally described in the Offeror's catalogues and brochures, classified in the groups and categories detailed in Annex A figure (1),

### A.1 Allowable Goods

A1.1. Allowable goods are Office and Desk supplies, equipment, and consumables which have a unit price of \$600.00 or less applicable taxes as classified in accordance with the list of categories identified below (Figure 1).

### A.2. - Non-allowable Goods, Services and Practices

A2.1. Only goods forming part of the categories at Figure 1 are authorized under this Standing Offer.

A2.2 Leasing/Rental/Servicing of equipment (except warranty servicing) is not allowed;

A2.3. The sale of multiple allowable components, parts and or assemblies destined to be used as a system valued over the unit price limitation of \$600.00 is considered a non-allowable practice.

### List of categories (Figure 1)

<b>Writing paper</b>	<b>Boards</b>
Stationery	Planning boards or accessories
Graph paper	Easels or accessories
Ledger paper	Letter boards or accessories
Paper pads or notebooks	Dry erase boards or accessories
Calculator or cash register paper	Chalk boards or accessories
Notebook filler paper	Bulletin boards or accessories
Index cards	Magnetic boards or accessories
Tracing paper	Board cleaning kits or accessories
Telephone message pads	Hanging rails or holders
Self adhesive note paper	Whiteboard eraser
Log books or pads	Battery driven whiteboard eraser
Construction paper	Chart hanger
Receipts or receipt books	<b>Planning systems</b>
Vouchers	Address books or refills
Bills or bill books	Calendars
Business forms	Meeting planners
Accounting forms	Appointment books or refills
Bill of lading forms	Diaries or refills
Inventory forms	Wall planners or refills
Correspondence forms	<b>Mailing supplies</b>
Tent cards	Mailer tubes
Booking forms	Mailers
Certificate and award paper	Window envelopes
<b>Batteries and cells and accessories</b>	Standard envelopes

Rechargeable batteries	Catalog or clasp envelopes
Alkaline batteries	Message droppers
Battery chargers	Mailing bags
Dry cell batteries	Mailing seals
Product specific battery packs	Mailing boxes
Lithium batteries	Mailer tube caps
Battery testers	<b>Desk supplies</b>
Nickel metal hydride batteries	Stamps
Battery adapter or accessories	Tape dispensers
<b>Electrical wire and cable and harness</b>	Paper or eyelet punches
Extension cord	Paper cutters or refills
Cable accessories	Staple removers
<b>Cutting and crimping and punching tools</b>	Call bells
Knife blades	Staplers
Utility knives	Manual letter openers
<b>Tape</b>	Scissors
Masking tape	Manual pencil sharpener
Transparent tape	Finger stalls
Packaging tape	Desk pads or its accessories
Printed Tape	Moisteners
<b>Lamps and lightbulbs</b>	Mechanical letter opener
Halogen lamps	Embossing tools
Incandescent lamps	Paper weights
Compact fluorescent CFL lamps	Adhesive remover
Miniature lamp	Bookmarks
Interior lighting fixtures and accessories	Clip holders or dispensers
Desk fixtures	Glue dispensers or refills
Table lamp fixture	Scissor sharpener
Laboratory task light	Adhesive rollers
Flashlight	Adhesive tape spindles
<b>Personal communications accessories</b>	Electric pencil sharpener
Phone extension cords	<b>Writing instruments</b>
Phone handset cords	Rollerball pens
Phone headsets & accessories	Pen or pencil sets
Phone line protectors	Fountain pens
Phone rests	Ball point pens
Handset adapters	Mechanical pencils
<b>Removable storage media</b>	Wooden pencils
Compact disks CDs	Colored pencils
Digital versatile disks DVDs	Markers
Floppy disks	Crayons
Flash memory storage card	Writing chalk or accessories
Magneto Optical MO disks	Felt pen
Pen or flash drive	Marker refills
Removable media cases and storage	Pen nibs
Magnetic Tape	Pencil or pen grips
<b>PDA and accessories phones and tablets excluded</b>	Combination pen or pencil

Personal digital assistant PDAs or organizers	Highlighters
Handheld PDA accessories	Combination pen and highlighter
Personal digital assistant PDA holder	Secured pen sets
<b>Computer accessories</b>	Erasable ink pen
Computer switch boxes	Correction media
Peripheral switch boxes	Correction film or tape
Computer speakers	Correction fluid
Universal serial bus hubs or connectors	Erasers
Computer or notebook stands	Correction pens
Universal serial bus USB extension cable	Correction pen refills
Notebook computer carrying case	Eraser refills
<b>Computer data input devices</b>	Electrical erasers
Keyboards	Eraser holder
Computer mouse or trackballs	<b>Ink and lead refills</b>
Voice microphones for computers	Lead refills
Compact disc or digital versatile disc CD/DVD	Ink refills
Keyboard wrist rest	Ink or stamp pads
Mouse wrist rest	Felt pen cartridge
<b>Computer display accessories</b>	Fountain pen ink refill
Computer display glare screens	Ballpoint pen ink refill
Monitor arms or stands	<b>Folders and binders and indexes</b>
<b>Paper processing machines and accessories</b>	Index card files
Paper cutting machines or accessories	Sheet protectors
Paper punching or binding machines	Binders
Paper shredding accessories	Magazine or book covers
Base protection boards	Tab indexes
Calculating machines and accessories	Rotary or business card files
<b>Adding machines</b>	Dividers
Accounting machines	Folders
Calculator ribbons	Clipboards
Pocket calculator	Report covers
Scientific calculator	Sheet lifters
Desktop calculator	File backers
Printer calculator	Document holder
<b>Laminating supplies</b>	Hanging folders or accessories
Lamination film	File inserts or tabs
Laminator pouches	File pockets or accessories
Transfer foils	Card pockets
Creative foils	Folder binding accessories
<b>Packing machines</b>	Archboards
Bundling machines	Binder handles
Seal presses	Binder pockets or accessories
Sealing machines	Paper claws
Strapping tensioners or sealers	Expandable file folders
Tying machines	Binder mounting channels
Collators	Classification folder
<b>Labeling machines</b>	Side rails for hanging folder frame
Dating or numbering machines	Conference folder

Identification ID press machines	Accordion file folder
Label making machines	Book page separator
Lettering equipment	<b>Fastening supplies</b>
Tape embosser	Rubber bands
Adhesive label cartridges	Clasp fasteners
Compact disc or digital versatile disc CD/DVD	Paper clips
Self-inking stamp	Binder or bulldog clips
<b>Typing machines and accessories</b>	Pins or tacks
Dictation machines and supplies	Staples
Typewriter ribbon	Hook and loop fastener
Accessory or supply for typewriters	Adhesive mounts
<b>Binding and lamination machines</b>	Hole reinforcements
Laminators	Round head fasteners
Thermal binding machine	Tag fasteners
Spiral binding machine	Adhesive corners
Comb binding machine	Book rings
Binding punch machine	Prong fasteners
Wire binding machine	Self adhesive fasteners
<b>Office machine accessories</b>	Wall or board clips
Air compressed spray	Magnetic thumbtack
Compact disc cleaners or scratch removers	<b>Locks and security hardware and accessories</b>
Compact disc drive cleaner	Padlocks
Cleaning wipes for office machines	Cable locks
Cleaning solutions for office equipment	Number locks
Binding machine supplies	Key cabinets or organizers
Binding covers	<b>Ergonomic support aids</b>
Binding spines or snaps	Back support rests
Binding coils or wire loops	Foot rests
Binding combs or strips	Wrist rests
Binding tape	<b>Business cases</b>
Binding Kits	Briefcases
Binding die punch	Attaches
<b>Organizers and accessories</b>	Portfolios
Message holders or dispensers	Computer bags
Desk drawer organizers	<b>Clocks</b>
Desktop trays or organizers	Wall clocks
Paper or pad holder or dispensers	Desk Clock
Book ends	<b>Printed publications</b>
Pen or pencil holders	Reference books
Hanging organizers or accessories	Dictionaries
Display systems or its accessories	<b>Labels</b>
Literature rack	Addressing or mailing labels
Supports for diaries or calendars	Self adhesive labels
Stamp racks or organizers	Bar code labels
File storage boxes or organizers	Packaging labels
Personal organizers	Consecutively numbered labels
Study stands	Label making tapes
Business card holders	Printer labels

Collating racks	Color coding labels
Surface protectors or pads	Removable labels
Copy holders	Label protectors
Book holder	Label holders
<b>Cash handling supplies</b>	Non adhesive labels
Cash or ticket boxes	Multipurpose labels
Cash box trays	<b>Identification documents</b>
Check files	Badges or badge holders
<b>Drafting supplies</b>	Identification product holders or accessories
Stencils or lettering aids	Identification badge clip
Rulers	<b>Sanitation Janitorial (personal use sizes)</b>
Compasses	Cleaning Wipes
Drafting papers	Hand sanitizer
Curves	
Protractors	
Scales	
T squares	
Templates	
Triangles	
Drafting kits or sets	
Drafting table covers	

### A.3. Environmental Considerations

The Government of Canada is committed to implementing the *Policy on Green Procurement*. The policy strives to enable government to procure, operate and dispose of its assets in a manner that protects the environment and supports sustainable development objectives.

PWGSC has elected to identify in the list of 2500 items which will form the EFOT items that incorporate one or more of the following criterion where reasonably practicable. This choice has been implemented in an effort to demonstrate the federal government's commitment and leadership with respect to greening its procurement process for this commodity.

#### a) Packaging Criteria (applies to all categories)

Products with minimal packaging;  
Packaging that is recyclable, biodegradable or made from renewable resources.

#### b) General Product Considerations

Supplies made from post-consumer recycled content;  
Supplies that are partially or wholly biodegradable;  
Supplies with replaceable, consumable parts;

Supplies made from polyethylene plastics (HDPE or PET) rather than polyvinyl chloride (PVC) plastic; Supplies made from stainless rather than galvanized steel.

**c) Writing Instruments**

Pens and pencils that are refillable to reduce solid waste; Markers and highlighters with low toxicity ink;

Pencils made of recycled material or wood from sustainable forests

**d) Paper and Fiberboard Products**

Products made from post-consumer recycled content

Products coming from sustainable forests to reduce forestry activity.

Chlorine-free products to eliminate the formation of chlorinated organic compounds. Labels that are biodegradable or recyclable to reduce the resultant solid waste.

**A.4. Offeror Service**

The Offeror must be able to receive orders by telephone (including a toll-free number), facsimile, and e-mail. Contractor must be open for business Monday to Friday, from 8:00 AM to 5:00 PM, local time for each region (except for Statutory Holidays), and must provide a bilingual customer service representative in bilingual designated regions as prescribed under the *Official Language Act*

N° de l'invitation - Solicitation  
E60PD-16OSFB/A  
N° de réf. du client - Client Ref. No.  
E60PD-16OSFB

No.N° de la modif - Amd. No.  
File No. - N° du dossier  
PD032E60PD-16OSFB

Id de l'acheteur - Buyer ID  
PD032  
N° CCC / CCC No./ N° VME - FMS

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## **ANNEX “B”**

### **Offeror's Representation Table** *(provided as an electronic attachment)*

*Offeror must complete for every region quoted the “Offeror Representative Table”*



## **ANNEX “C”**

**Electronic Financial Offer Template (EFOT)**  
**and**  
**Supplementary Items Submission Template (SIST)**  
*(provided as an electronic attachments)*

Upon issuance of any resulting Standing Offer,  
Annex “C” will contain the Electronic Price List

## **ANNEX “D”**

### **DISCOUNTS AGAINST REGULAR PRICE (provided as an electronic attachment)**

## **ANNEX “E”**

### **DELIVERY SCHEDULE**

*(provided as an electronic attachment)*

## **ANNEX “F”**

### **Electronic Standing Offer Usage Report**

#### **Instructions for Completing the Electronic Standing Offer Usage Report**

##### **1. General Instructions**

Qualified Offerors will be supplied with the Electronic Standing Offer Usage report template at such time as a Standing Offer is issued to them. Subsequently, as required, Offerors may request that the Standing Offer Authority send a copy of the Electronic Standing Offer Usage report template to them by e-mail.

Offerors must complete the Electronic Standing Offer Usage report in accordance with the instructions below.

##### **2. Electronic processing of Standing Offer Usage Report**

- 2.1** Reports must be submitted by electronic mail to the Standing Offer Authority in the “.XLS” or “.XLSX” (Excel compatible) file format.
- 2.2** The Standing Offer usage report will be processed by PWGSC using electronic automation. If the Offeror's report is submitted in a way that prevents automated processing, the report will be deemed as unacceptable and returned to the Offeror with information pertaining to the deficiency.
- 2.3** The use of the “Copy” and “Paste” feature may negatively impact certain aspects of the template. PWGSC suggests Offerors use “Copy” and “Paste Special - Values”.

##### **3. Itemized reporting**

Offerors must include the requested data for every item sold as a result of call ups against the Standing Offer.

##### **4. Field descriptions and input instructions**

Fields in the Report are identified by column heading or by tag. The purpose of each field is described and the instructions for completing the field are provided below.

#### **Part I: Report Header**

##### **a) Standing Offer Number**

The Offeror must enter the Standing Offer number which appears on the cover page of their Standing Offer.

##### **b) Company Name**

The Offeror must enter their legal company name.

##### **c) Period**

The Offeror must select the Quarter for which it is submitting a report from the pull down list. Offerors must submit a report for every quarter.

**d) Total Reported this Quarter**

For reports comprising of less than 10,000 lines the "Total reported this Quarter" field will populate automatically. For reports containing more than 10,000 entries the Offeror must enter the sum of all reported sales in the quarter.

**e) Total reported to Date**

Offerors must enter the running total of all transactions resulting from call-ups against this Standing Offer to date.

**Part II: Report Body**

**a) Sold to**

For transactions with the federal Identified Users, Offerors must select the appropriate federal department or agency from the drop down list. If the Department or agency is not listed in the drop down list, please notify the Standing Offer Authority; a revised template will be issued by the Standing Offer Authority to include any missing federal departments or agencies.

For transactions with Provinces/Territories Identified Users and MASH sector entities, Offerors must select the "PT and MASH" selection from the drop down list and indicate the full legal name of the entity in the Additional Information column of the report. (Column O)

**b) Invoice number**

Offerors must enter their invoice number for each item sold as a result of a call up against the Standing Offer. Offerors may aggregate more than one item per invoice number.

**c) Account Number**

Offerors must enter the account number of the authorized user to which the item was sold for each item sold as a result of a call up against the Standing Offer.

**d) Qty**

Offerors must enter the quantity of items sold as a result of a call up against the Standing Offer. If the unit of sale is for multiple individual units, this field should reflect the number of units of sale sold. Example (if the Unit of Sale is dozen, and one dozen was sold the QTY field should indicate "1"). Alternatively if the Unit of Sale is dozen and 6 individual pieces are sold the QTY field should indicate "0.5"

**e) UPC Code**

This field must contain the manufacturers UPC Code for the item sold as a result of call ups against the Standing Offer. This identifier must be the same as the one used in the Electronic price list at Annex C (of the resulting Standing Offer). The offeror must enter UPC for the item.

**f) Manufacturer's Model Number**

Offerors must enter the Manufacturer's Model Number for the item sold as a result of call ups against the Standing Offer exactly as it is listed in the "Manufacturer's Model Number" field of the Price List at Annexes C-1 and C-2. For items not listed in Annexes C-1 and the Offeror must enter the

Manufacturer's part number as it appears in the Manufacturer's publications.

**g) Offeror Part Number**

Offerors must enter their part number (or SKU) for the item sold as a result of call ups against the Standing Offer exactly as it is listed in the "Offeror's Part Number" field of the Price List at Annexes C-1 and C-2. For items not listed in Annexes C-1 and C-2 the Offeror must enter the Manufacturer's part number as it appears in the Manufacturer's publications.

**h) Unit of Sale**

This field represents the Unit of Sale for the item sold as a result of call ups against the Standing Offer. The Unit of Sale "ea." typically represents the smallest unit of sale for an item. Example: A box of paperclips sold as 1 ea. contains 100 paperclips. The offeror must, select the correct Unit of Sale from the provided drop down menu.

**i) Brand**

This field must contain the Brand name of the item sold as a result of a call up against the Standing Offer. While the Brand and Manufacturer of a product may in some instances be interchangeable, this is not always the case. The Offeror must enter the name of the brand of the item sold as a result of a call up against the Standing Offer. (Wilson Jones, PaperMate, Duracell, etc...).

**j) Description**

This field must contain a short description of the item sold as a result of call ups against the Standing Offer and must at a minimum include sufficient information to identify the primary purpose of the item and its core defining attributes. (pen, blue, retractable)

**k) Postal Code**

This field must contain the postal code for the delivery point where the item sold as a result of call ups against the Standing Offer was delivered. The postal Code must be entered in the following format A0A 0A0

**l) Date of Invoice**

Offerors must enter the date at which the call up for the item sold as a result of call ups against the Standing Offer was invoiced. The date must be entered using the YYYY-MM-DD format.

**m) Unit Price**

This field must contain the Offeror's price invoiced per unit of issue for the item sold as a result of call ups against the Standing Offer. The Offeror must enter a numerical value which represents the price in dollars and cents separated by a period (23.12) without any spaces, dashes or special characters.

**n) Extended Price**

This field must contain the Offeror's price invoiced per unit of issue multiplied by the quantity of each items sold as a result of call ups against the Standing Offer. The Offeror must enter a numerical value which represents the price in dollars and cents separated by a period (23.12) without any spaces, dashes or special characters.

**o) P/T or MASH Entity**

This field, if applicable, must contain the full legal name of the P/T or MASH entity the item was sold to

as a result of a call-up against the Standing Offer.

## **ANNEX “G”**

**Call-Up Document for Provincial/Territorial Identified User**

**Refer to attached OIC\_Call-Up.pdf document**

***(provided as an electronic attachment)***



## ANNEX “H”

### General Conditions 2009 – Standing Offers – Goods or Services – Authorized Users

The following general conditions are to be used when an Authorized User (Federal Identified User and Provincial/Territorial Identified User) is authorized/permitted access to PWGSC procurement documents.

- 01 Interpretation
- 02 General
- 03 Standard Clauses and Conditions
- 04 Offer
- 05 Call-ups
- 06 Withdrawal
- 07 Revision
- 08 Joint Venture
- 09 Disclosure of Information
- 10 Publication of Standing Offer Information
- 11 Integrity Provisions - Standing Offer
- 12 Access to Information
- 13 Default by the Offeror

#### 2009 01 (2015-12-18) Interpretation

In the Standing Offer, unless the context otherwise requires,

“Administrative Agreement”

is a negotiated agreement with the Minister of PWGS as provided for in the Ineligibility and Suspension Policy;

“Affiliate”

is a person, including, but not limited to, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies or subsidiaries, whether partly or wholly-owned, as well as individuals, directors, officers and key employees if:

- i. one controls or has the power to control the other, or
- ii. a third party has the power to control both;

“Authorized User”

means a Federal Identified User and Provincial/Territorial Identified User as specified in the Standing Offer and authorized by the Standing Offer Authority to make call-ups against the Standing Offer;

“Call-up”

means an order issued by an Authorized User duly authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between Authorized Users and the Offeror for the goods, services or both described in the Call-up;

"Canada", "Crown", "Her Majesty" or "the Government"

means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that Minister;

"Control"

means:

- a. direct control, such as where:
  - i. a person controls a body corporate if securities of the body corporate to which are attached more than 50 percent of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
  - ii. a person controls a corporation that is organized on a cooperative basis if the person and all of the entities controlled by the person have the right to exercise more than 50 percent of the votes that may be cast at an annual meeting or to elect the majority of the directors of the corporation;
  - iii. a person controls an unincorporated entity, other than a limited partnership, if more than 50 percent of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
  - iv. the general partner of a limited partnership controls the limited partnership; and
  - v. a person controls an entity if the person has any direct or indirect influence that, if exercised, would result in control in fact of the entity.
- b. deemed control, such as where:

a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity
- c. indirect control, such as where:

a person is deemed to control, within the meaning of paragraph (a) or (b), an entity where the aggregate of:

  - i. any securities of the entity that are beneficially owned by that person, and
  - ii. any securities of the entity that are beneficially owned by any entity controlled by that person

is such that, if that person and all of the entities referred to in paragraph (c)(ii) that beneficially own securities of the entity were one person, that person would control the

"Federal Identified User"

means any Federal 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;

"Ineligibility"

means a person not eligible to contract with Canada;

"Offeror"

means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Authorized Users under the Standing Offer;

“Provincial/Territorial Identified User”

means any Canadian province or territory including Municipal, Academic Institutions, Schools and Hospitals Sector (MASH) to whom the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Standing Offer;

"Standing Offer"

means the written offer from the Offeror, the clauses and conditions set out in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual, these general conditions, annexes and any other document specified or referred to as forming part of the Standing Offer;

"Standing Offer Authority"

means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to permit Authorized Users to make call-ups against the Standing Offer and to notify the Offeror that authority to make call-ups against the Standing Offer has been given to Authorized Users;

“Suspension”

means a determination of temporary ineligibility by the Minister of PWGS.

**2009 02 (2015-12-18) General**

The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Authorized Users to procure or contract for any goods, services or both listed in the Standing Offer. The Offeror understands and agrees that Authorized Users have the right to procure the goods, services or both specified in the Standing Offer by means of any other contract, standing offer or contracting method.

**2009 03 (2015-12-18) Standard Conditions and Clauses**

Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16, the clauses and conditions identified in the Standing Offer by number, date and title are incorporated by reference and form part of the Standing Offer and any contract resulting from the Standing Offer as though expressly set out in the Standing Offer and resulting contract.

**2009 04 (2015-12-18) Offer**

1. The Offeror offers to provide and deliver to Authorized Users the goods, services or both described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User may request such goods, services or both, in accordance with the conditions listed at

subsection 2 below.

2. The Offeror understands and agrees that:

- a. a call-up against the Standing Offer will form a contract only for those goods, services, or both, which have been called-up, provided that such Call-up is made in accordance with the provisions of the Standing Offer;
- b. Canada's liability is limited to that which arises from call-ups against the Standing Offer made by Federal Identified Users only within the period specified in the Standing Offer;
- c. Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada. By issuing a call-up against the Standing Offer, the Provincial/Territorial Identified User accepts all responsibilities and liabilities associated with the issuance and management of the call-up;
- d. Canada may require that the purchase of goods, services or both listed in the Standing Offer be made using an electronic purchasing tool. Canada will provide the Offeror at least three months' notice before imposing such a requirement;
- e. the Standing Offer cannot be assigned or transferred in whole or in part;
- f. the Standing Offer may be set aside by Canada at any time.

**2009 05 (2015-12-18) Call-ups**

If applicable, Federal Identified Users will use the form specified in the Standing Offer to order goods, services or both. Goods, services or both may also be ordered by other methods such as telephone, facsimile or electronic means. With the exception of call-ups paid for with a Government of Canada acquisition card (credit card), call-ups made by telephone must be confirmed in writing on the document specified in the Standing Offer.

Call-ups against the Standing Offer paid for with the Government of Canada acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up.

**2009 06 (2015-12-18) Withdrawal**

In the event that the Offeror wishes to withdraw the Standing Offer after authority to call-up against the Standing Offer has been given, the Offeror must provide no less than 30 days' written notice to the Standing Offer Authority, unless specified otherwise in the Standing Offer. The 30 days' period will start upon receipt of the notification by the Standing Offer Authority and the withdrawal will be effective at the expiry of that period. The Offeror must fulfill any and all call-ups which are made before the expiry of that period.

**2009 07 (2015-12-18) Revision**

The period of the Standing Offer may only be extended, or its usage increased, by the Standing Offer Authority issuing a revision to the Standing Offer in writing.

## **2009 08 (2015-12-18) Joint Venture**

If the Offeror is a joint venture, the Offeror agrees that all members of the joint venture are jointly and severally or solidarily liable for the performance of any contract resulting from the Standing Offer. If the membership of a joint venture changes, the Standing Offer will be set aside by Canada.

## **2009 09 (2015-12-18) Disclosure of Information**

The Offeror agrees to the disclosure of its standing offer unit prices or rates by Canada, and further agrees that it will have no right to claim against Canada, the Authorized Users, their employees, agents or servants, in relation to such disclosure.

## **2009 10 (2015-12-18) Publication of Standing Offer Information**

1. The Offeror agrees that Canada and the Provincial//Territorial Identified Users may publish certain information related to the Standing Offer or a catalogue. The Offeror agrees to the disclosure of the following information included in the Standing Offer:
  - a. the conditions of the Standing Offer;
  - b. the Offeror's procurement business number, its name, the name, address, telephone number, fax number and e-mail address of its representative;
  - c. the Offeror's profile and its level of security clearance;
  - d. the Offeror's qualified domains of expertise or the categories for which the Offeror has qualified.
2. Canada and the Provincial//Territorial Identified Users will not be liable for any errors, inconsistencies or omissions in any published information. If the Offeror identifies any error, inconsistency or omission, the Offeror agrees to notify the Standing Offer Authority immediately or the Provincial/Territorial Identified User.

## **2009 11 (2015-12-18) Integrity Provisions - Standing Offer**

1. Statement
  - a. The Offeror must comply with the Code of Conduct for Procurement and must comply with the terms set out in these Integrity Provisions.
  - b. The Offeror confirms that it understands that convictions of certain offences, a false declaration in its offer, a false declaration under the Contract or failing to maintain up-to-date information requested may lead to the setting aside of the Standing Offer and a termination for default of any resulting contracts. If the Offeror or any of its Affiliates fail to remain free and clear of any convictions and any conditional or absolute discharges specified in these Integrity Provisions during the period of the Standing Offer and the period of any resulting contracts, Canada may, following a notice period, set aside the Standing Offer and terminate for default any resulting contracts. The Offeror understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Offeror and agrees to immediately return any advance payments.

2. List of Names

The Offeror must immediately inform Canada in writing of any changes affecting the list of names of directors and owners during the period of the Standing Offer and the period of any resulting contracts.

3. Information Verification

The Offeror certifies that it is aware, and its Affiliates are aware, that Canada may verify at any time during the period of the Standing Offer and any resulting contracts, the information provided by the Offeror, including the information relating to the acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions. Canada may request additional information, validations from a qualified third party, consent forms and other evidentiary elements proving identity and eligibility to contract with Canada.

4. Lobbying Act

The Offeror certifies that neither it nor its Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Standing Offer and any call-ups made against the Standing Offer if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.

5. Canadian Offences Resulting in Legal Incapacity

- a. The Offeror has certified that neither it nor any of its Affiliates have been convicted of or have pleaded guilty to an offence under any of the following provisions, which result in legal incapacity under section 750(3) of the Criminal Code, and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
  - i. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the Financial Administration Act, or
  - ii. section 121 (*Frauds on the government and Offeror subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code, or
- b. The Offeror has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be issued a standing offer or to be awarded a contract under (a).

6. Canadian Offences

The Offeror has certified that:

- a. it and its Affiliates have not, in the last three years, from the standing offer issuance date, been convicted of or pleaded guilty to an offence under any of the following provisions for which it would be ineligible to be issued a standing offer or to be awarded a contract under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
  - i. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*),

- section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the Criminal Code, or
- ii. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the Competition Act, or
  - iii. section 239 (*False or deceptive statements*) of the Income Tax Act, or
  - iv. section 327 (*False or deceptive statements*) of the Excise Tax Act, or
  - v. section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the Corruption of Foreign Public Officials Act, or
  - vi. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the Controlled Drugs and Substance Act, or
7. the Offeror has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would make that Affiliate ineligible to be issued a standing offer or to be awarded a contract.

#### Foreign Offences

The Offeror has certified that:

- a. it and its Affiliates have not, in the last three years, from the standing offer issuance date, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada of having committed an act or omission that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections and for which it would be ineligible to be issued a standing offer or to be awarded a contract under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Foreign Pardons subsection:
    - . the court before which the Offeror or the Affiliate of the Offeror appeared acted within the court's jurisdiction;
    - i. the Offeror or the Affiliate of the Offeror appeared during the court's proceedings or submitted to the court's jurisdiction;
    - ii. the court's decision was not obtained by fraud; and
    - iii. the Offeror or the Affiliate of the Offeror was entitled to present to the court every defence that the Offeror or the Affiliate of the Offeror would have been entitled to present had the proceeding been tried in Canada; or
  - b. it has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be issued a standing offer or to be awarded a contract under (a).
8. Ineligibility to be Issued a Standing Offer with Canada
- . The Offeror confirms that it understands that if after the issuance of a standing offer they have been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, they will be ineligible to be issued a standing offer or to be awarded a contract with Canada. If, after the issuance of

the Standing Offer, an Offeror becomes ineligible to be issued a standing offer, Canada may, following a notice period, declare the Offeror to be ineligible and, to the extent that a standing offer has been issued:

- . set-aside the Standing Offer; and
  - i. terminate any resulting contracts for default; or
  - ii. require the Offeror to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- a. The Offeror confirms that it understands that where its Affiliate has been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Affiliate is ineligible to be issued a standing offer or to be awarded a contract with Canada. If, after the issuance of a standing offer, an Affiliate of an Offeror becomes ineligible to be issued a standing offer or to be awarded a contract with Canada, Canada may, following a notice period, declare the Offeror to be ineligible and, to the extent that a standing offer has been issued:
  - i. set-aside the Standing Offer; and
  - ii. terminate any resulting contracts for default if, in the opinion of Canada, there is evidence that the Offeror directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of certain acts or offences that make that Affiliate ineligible; or
  - iii. require the Offeror to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- b. The Offeror confirms that it understands that where it has been declared to be ineligible to be issued a standing offer or to be awarded a contract with Canada under the Ineligibility and Suspension Policy, it is also ineligible to be issued a standing offer or to be awarded a contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGS. Where the Offeror has been declared to be ineligible under the Ineligibility and Suspension Policy after the issuance of the Standing Offer, Canada may, following a notice period:
  - i. set-aside the Standing Offer; and
  - ii. terminate any resulting contracts for default; or
  - iii. require the Offeror to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- c. The Offeror confirms that it understands that where it or its Affiliates have been held responsible for breaches under the Lobbying Act subsection, it is ineligible to be issued a standing offer or to be awarded a contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGS. Where the Offeror has been declared to be ineligible under the Ineligibility and Suspension Policy after the issuance of the Standing Offer, Canada may, following a notice period:
  - i. set-aside the Standing Offer; and
  - ii. terminate any resulting contracts for default; or
  - iii. require the Offeror to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the



procurement process.

#### 9. Declaration of Offences Committed

The Offeror understands that it has a continuing obligation to immediately declare all convictions to Canada under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections.

##### .Period of Ineligibility

The following rules determine the period for which an Offeror or its Affiliate that has been convicted of certain offences is, ineligible to be issued a standing offer or to be awarded a contract with Canada:

for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which an Offeror or its Affiliate has pleaded guilty to or has been convicted of, the period of ineligibility for the issuance of a standing offer or for contract award is indefinite, subject to the Canadian Pardons subsection;

- a. subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which an Offeror or its Affiliate has pleaded guilty to or been convicted of, as the case may be, in the last three years, the period of ineligibility for the issuance of a standing offer or for contract award with Canada is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections;
- b. subject to an Administrative Agreement, for all breaches under the Lobbying Act subsection for which an Offeror or its Affiliate has been found responsible, in the last three years, the period of ineligibility for the issuance of a standing offer or for contract award with Canada is ten years from the date of determination by the Minister of PWGS.

#### 10. Canadian Pardons

A determination of ineligibility for the issuance of a standing offer with Canada will not be made or maintained by the Minister of PWGS under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Offeror or its Affiliate has:

- a. been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;
- b. been granted a pardon under Her Majesty's royal prerogative of mercy;
- c. been granted a pardon under section 748 of the Criminal Code;
- d. received a record of suspension ordered under the Criminal Records Act; and
- e. been granted a pardon under the Criminal Records Act, as that Act read immediately before the day section 165 of the Safe Streets and Communities Act comes into force.

#### 11. Foreign Pardons

A determination of ineligibility for the issuance of a standing offer or for contract award with Canada will not be made or maintained, as the case may be, by the Minister of PWGS in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Offeror or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons at the sole discretion of Canada, conditional discharges, absolute discharges, records of suspension, or restoration of legal capacities by the Governor in Council.

## 12. Period of Ineligibility for Breaching Administrative Agreements

The Offeror confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of PWGS will lengthen the period of ineligibility for a period to be determined by the Minister of PWGS.

## 13. Obligations on Subcontractors

The Offeror confirms that it understands that to the extent that it relies on a Subcontractors(s) to perform the Contract, the Offeror will not enter into a subcontract with a company that has been convicted of or pleaded guilty or an Affiliate of the company has been convicted of or pleaded guilty, as the case may be, to any of the offences referenced in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections for which no pardon or equivalent has been received under the Canadian Pardons and Foreign Pardons subsections, without the prior written approval of the Minister of PWGS. Where the Offeror has entered into a contract with an ineligible Subcontractors and for which no prior written approval has been received by Canada, the Minister of PWGS will declare the Offeror to be ineligible to contract with Canada for a period of five years.

## 2009 12 (2015-12-18) Access to Information

Records created by the Offeror, and under the control of the Authorized Users, are subject to all access to information and privacy laws, both at the federal and provincial/territorial level. The Offeror acknowledges the responsibilities of the Authorized Users under these laws and must, to the extent possible, assist the Authorized Users in discharging these responsibilities.

Furthermore, the Offeror acknowledges that section 67.1 of the Access to Information Act, R.S.C. 1985, c.A-1, or its equivalent at the provincial/territorial level, provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the Access to Information Act, or its equivalent at the provincial/territorial level, is guilty of an offence and is liable to imprisonment or a fine, or both.

## 2009 13 (2015-12-18) Default by the Offeror

1. If the Offeror is in default in carrying out any of its obligations under the Standing Offer, the Standing Offer Authority may, by giving written notice to the Offeror, set aside the standing offer. The set aside will take effect immediately or at the expiration of a cure period specified in the notice, if the Offeror has not cured the default to the satisfaction of the Standing Offer Authority within that cure period.
2. If the Offeror becomes bankrupt or insolvent, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Offeror, or an order is made or a resolution passed for the winding-up of the Offeror, the Standing Offer Authority may, by giving written notice to the Offeror, immediately set aside the standing offer.

## ANNEX "I"

### **General Conditions 2015A - General Conditions – Goods - Authorized User - (Medium Complexity)**

The following general conditions are to be used when an Authorized User (Federal Identified User and Provincial/Territorial Identified User) is authorized/permitted access to PWGSC procurement documents.

These general conditions are to be used for medium complexity competitive or non-competitive requirements. Commercial goods are defined as off-the-shelf commercial products, off-the-shelf electrical and electronics products, off-the-shelf commercial spare parts with military specifications, standard information management/information technology requirements.

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- 27 Contingency Fees
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- 29 Integrity Provisions - Contract
- 30 Entire Agreement

### **2015A 01 (2015-12-18) Interpretation**

In the Contract, unless the context otherwise requires:

**"Administrative Agreement"**

is a negotiated agreement with the Minister of PWGS as provided for in the Ineligibility and Suspension Policy.

**"Affiliate"**

is a person, including, but not limited to, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies or subsidiaries, whether partly or wholly-owned, as well as individuals, directors, officers and key employees if:

- i. one controls or has the power to control the other, or
- ii. a third party has the power to control both.

**"Applicable Taxes"**

means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

**"Articles of Agreement"**

means the clauses and conditions incorporated in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions *Manual* to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

**"Authorized User"**

means a Federal Identified User and Provincial/Territorial Identified User as specified in the Contract;

**"Authorized User's Property"**

means anything supplied to the Contractor by or on behalf of the Authorized User for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by the Authorized User under the Contract;

**"Canada", "Crown", "Her Majesty" or "the Government"**

means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

"Contract"

means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority"

means the person designated by that title in the Contract, or by notice to the Contractor, to act as the Authorized User's representative to manage the Contract;

"Contractor"

means the person, entity or entities named in the Contract to supply goods, services or both to the Authorized User;

"Contract Price"

means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Control"

means:

- a. direct control, such as where:
  - i. a person controls a body corporate if securities of the body corporate to which are attached more than 50 percent of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
  - ii. a person controls a corporation that is organized on a cooperative basis if the person and all of the entities controlled by the person have the right to exercise more than 50 percent of the votes that may be cast at an annual meeting or to elect the majority of the directors of the corporation;
  - iii. a person controls an unincorporated entity, other than a limited partnership, if more than 50 percent of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
  - iv. the general partner of a limited partnership controls the limited partnership; and
  - v. a person controls an entity if the person has any direct or indirect influence that, if exercised, would result in control in fact of the entity.
- b. deemed control, such as where:

a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity
- c. indirect control, such as where:

a person is deemed to control, within the meaning of paragraph (a) or (b), an entity where the aggregate of:

- i. any securities of the entity that are beneficially owned by that person, and
- ii. any securities of the entity that are beneficially owned by any entity controlled by that person

is such that, if that person and all of the entities referred to in paragraph (c)(ii) that beneficially own securities of the entity were one person, that person would control the entity.

"Cost"

means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

"Federal Identified User"

means any Federal 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;

"Ineligibility"

means a person not eligible to contract with Canada;

"Party"

means the Authorized User, the Contractor or any other signatory to the Contract and "Parties" means all of them;

"Provincial/Territorial Identified User"

means any Canadian province or territory including Municipal, Academic Institutions, Schools and Hospitals Sector (MASH) to whom the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Contract;

"Suspension"

means a determination of temporary ineligibility by the Minister of PWGS;

"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)"

on Page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

"Work"

means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

#### **2015A 02 (2015-12-18) Standard Clauses and Conditions**

Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c. 16, the clauses and conditions identified by number, date and title in the Contract are incorporated by reference and form part of the Contract as though expressly set out in the Contract.

#### **2015A 03 (2015-12-18) Powers of Canada**

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

#### **2015A 04 (2015-12-18) Status of the Contractor**

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

#### **2015A 05 (2015-12-18) Condition of Material**

Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the bid closing date or, if there was no bid solicitation, the date of the Contract.

#### **2015A 06 (2015-12-18) Time of the Essence**

It is essential that the Work be delivered within or at the time stated in the Contract.

#### **2015A 07 (2015-12-18) Excusable Delay**

A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:

- a. is beyond the reasonable control of the Contractor;
  - b. could not reasonably have been foreseen;
  - c. could not reasonably have been prevented by means reasonably available to the Contractor;  
and
  - d. occurred without the fault or neglect of the Contractor, will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within 15 working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.

3. However, if an Excusable Delay has continued for 30 days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.
4. Unless the Authorized User has caused the delay by failing to meet an obligation under the Contract, the Authorized User will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
5. If the Contract is terminated under this section, the Contracting Authority may require the Contractor to deliver to the Authorized User, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. The Authorized User will pay the Contractor:
  - . the value, of all completed parts of the Work delivered to and accepted by the Authorized User, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
  - a. the Cost to the Contractor that the Authorized User considers reasonable in respect of anything else delivered to and accepted by the Authorized User.

The total amount paid by the Authorized User under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.

#### **2015A 08 (2015-12-18) Inspection and Acceptance of the Work**

All the Work is subject to inspection and acceptance by the Authorized User. Inspection and acceptance of the Work by the Authorized User do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. The Authorized User will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

#### **2015A 09 (2015-12-18) Warranty**

1. Despite inspection and acceptance of the Work by or on behalf of the Authorized User without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by the Authorized User to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be 12 months after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.
2. The Authorized User must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good, and the Contractor must pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by the Authorized User. If, in the opinion of the Authorized User, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location and will be reimbursed its reasonable travel and living expenses.



3. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work replaced, repaired or corrected pursuant to subsection 1, for the greater of:
  - a. the warranty period remaining, including the extension, or
  - b. 90 days or such other period as may be specified for that purpose by agreement between the Parties.

#### **2015A 10 (2015-12-18) Invoice Submission**

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 Authorized User, item or reference numbers, deliverable/description of the Work, contract number, Authorized User 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 along with corresponding registration numbers from the tax authorities. 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.

#### **2015A 11 (2015-12-18) Taxes**

2. Federal government departments and agencies are required to pay Applicable Taxes. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

3. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
5. Tax Withholding of 15 Percent – Canada Revenue Agency

Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

#### **2015A 12 (2015-12-18) Transportation Costs**

If transportation costs are payable by the Authorized User under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be shown as a separate item on the invoice.

#### **2015A 13 (2015-12-18) Transportation Carriers' Liability**

The federal government's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the federal government (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

#### **2015A 14 (2015-12-18) Shipment Documentation**

For the shipment of goods, the transportation bill of lading must accompany the original invoice, except for "collect" shipments (if and when stipulated), in which event it must accompany the shipment. In addition, a packing slip must accompany each shipment, showing item, quantity, part or reference numbers, description of the goods and contract number, including the CRN and PBN. If the goods have been inspected at the Contractor's plant, the signed inspection voucher must be attached to the packing slip normally enclosed in the packing note envelope.

#### **2015A 15 (2015-12-18) Payment Period**

1. The Authorized User's standard payment period is 30 days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31<sup>st</sup> day following that date and interest will be paid automatically in accordance with the section 16.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, the Authorized User will notify the Contractor within

15 days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by the Authorized User to notify the Contractor within 15 days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

#### **2015A 16 (2015-12-18) Interest on Overdue Accounts**

1. For the purpose of this section:

"Average Rate"

means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"Bank Rate"

means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

"date of payment"

**for a Federal Identified User** means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

**for a Provincial/Territorial Identified User** means the date of the negotiable instrument drawn by the appropriate authorities of the province/territory to pay any amount under the Contract;

an amount becomes "overdue"

when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. The Authorized User will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to the Authorized User for interest to be payable.
3. The Authorized User will pay interest in accordance with this section only if the Authorized User is responsible for the delay in paying the Contractor. The Authorized User will not pay interest on overdue advance payments.

#### **2015A 17 (2015-12-18) Audit**

The amount claimed under the Contract is subject to an audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six years after it receives the final payment under the Contract.

#### **2015A 18 (2015-12-18) Compliance with Applicable Laws**

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to the Authorized User at such times as the Authorized User may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to the Authorized User.

#### **2015A 19 (2015-12-18) Ownership**

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to the Authorized User after delivery and acceptance by or on behalf of the Authorized User.
2. However if any payment is made to the Contractor for or on account of any work, either by way of progress or milestone payments, that work paid for by the Authorized User belongs to the Authorized User upon such payment being made. This transfer of ownership does not constitute acceptance by the Authorized User of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to the Authorized User in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to the Authorized User, the Contractor must, if requested by the Authorized User, establish to the Authorized User's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that the Authorized User may require.

#### **2015A 20 (2015-12-18) Authorized User's Property**

The Contractor must take reasonable and proper care of all Authorized User's property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

#### **2015A 21 (2015-12-18) Amendment**

To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.

#### **2015A 22 (2015-12-18) Assignment**

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.

2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon any Authorized User.

#### **2015A 23 (2015-12-18) Default by the Contractor**

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada or any other applicable provincial law, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If the Authorized User gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to the Authorized User for all losses and damages suffered by the Authorized User because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the Authorized User in procuring the Work from another source. The Contractor agrees to repay immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.
4. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to the Authorized User, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work which have not been delivered and accepted before the termination and any materials, parts, plant, equipment or work-in-process which the Contractor has acquired or produced specifically in the fulfilment of the Contract.
5. Subject to the deduction of any claim that the Authorized User may have against the Contractor arising under the Contract or out of the termination, the Authorized User will pay the Contractor the value, determined on the basis of the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price, of all completed parts of the Work and the Cost to the Contractor that the Contracting Authority considers reasonable in respect of all materials, parts, plant, equipment or work-in-process delivered to the Authorized User pursuant to a direction under subsection 4 and accepted by the Authorized User.

#### **2015A 24 (2015-12-18) Termination for Convenience**

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the

Contractor has not already been paid or reimbursed by the Authorized User. The Contractor will be paid:

- a. on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
  - b. the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
  - c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. The Authorized User may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
  4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by the Authorized User under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.

#### **2015A 25 (2015-12-18) Right of Set-off**

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

#### **2015A 26 (2015-12-18) Conflict of Interest and Values and Ethics Codes for the Public Service**

The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

#### **2015A 27 (2015-12-18) Contingency Fees**

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbying Act, 1985, c. 44 (4th Supplement).

## **2015A 28 (2015-12-18) International Sanctions**

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Authorized User cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
2. The Contractor must not supply to the Authorized User any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise the Authorized User if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for convenience in accordance with section 24.

## **2015A 29 (2015-12-18) Integrity Provisions – Contract**

1. Statement
  - a. The Contractor must comply with the Code of Conduct for Procurement and must comply with the terms set out in these Integrity Provisions.
  - b. The Contractor confirms that it understands that convictions of certain offences, a false declaration in its bid, a false declaration under the Contract or failing to maintain up-to-date information requested may lead to a termination for default. If the Contractor or any of its Affiliates fail to remain free and clear of any convictions and any conditional or absolute discharges specified in these Integrity Provisions during the contract period, Canada may, following a notice period, terminate for default. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.
2. List of Names  
The Contractor must immediately inform Canada in writing of any changes affecting the list of names of directors and owners during the contract period.
3. Information Verification  
The Contractor certifies that it is aware, and its Affiliates are aware, that Canada may verify at any time during the contract period, the information provided by the Contractor, including the information relating to the acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions. Canada may request additional information, validations from a qualified third party, consent forms and other evidentiary elements proving identity and eligibility to contract with Canada.
4. Lobbying Act  
The Contractor certifies that neither it nor its Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.
5. Canadian Offences Resulting in Legal Incapacity
  - a. The Contractor has certified that neither it nor any of its Affiliates have been convicted of or have pleaded guilty to an offence under any of the following provisions, which result in legal incapacity under section 750(3) of the Criminal Code , and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:

- i. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act, or
    - ii. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the Criminal Code, or
  - b. the Contractor has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (a).
- 6. Canadian Offences  
The Contractor has certified that:
  - a. it and its Affiliates have not, in the last three years, from the date of contract award, been convicted of or pleaded guilty to an offence under any of the following provisions for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
    - i. section 119 (Bribery of judicial officers, etc), section 120 (Bribery of officers), section 346 (Extortion), sections 366 to 368 (Forgery and other offences resembling forgery), section 382 (Fraudulent manipulation of stock exchange transactions), section 382.1 (Prohibited insider trading), section 397 (Falsification of books and documents), section 422 (Criminal breach of contract), section 426 (Secret commissions), section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code, or
    - ii. section 45 (Conspiracies, agreements or arrangements between competitors), section 46 (Foreign directives), section 47 (Bid rigging), section 49 (Agreements or arrangements of federal financial institutions), section 52 (False or misleading representation), section 53 (Deceptive notice of winning a prize) of the Competition Act, or
    - iii. section 239 (False or deceptive statements) of the Income Tax Act, or
    - iv. section 327 (False or deceptive statements) of the Excise Tax Act, or
    - v. section 3 (Bribing a foreign public official), section 4 (Accounting), or section 5 (Offence committed outside Canada) of the Corruption of Foreign Public Officials Act, or
    - vi. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act, or
  - b. the Contractor has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would make that Affiliate ineligible for contract award.
- 7. Foreign Offences  
The Contractor has certified that:
  - a. it and its Affiliates have not, in the last three years, from the date of contract award, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada of having committed an act or omission that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections and for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Foreign Pardons subsection:
    - i. the court before which the Contractor or the Affiliate of the Contractor appeared acted within the court's jurisdiction;
    - ii. the Contractor or the Affiliate of the Contractor appeared during the court's proceedings or submitted to the court's jurisdiction;



- iii. the court's decision was not obtained by fraud; and
    - iv. the Contractor or the Affiliate of the Contractor was entitled to present to the court every defence that the Contractor or the Affiliate of the Contractor would have been entitled to present had the proceeding been tried in Canada; or
  - b. it has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (a).
- 8. Ineligibility to Contract with Canada
  - a. The Contractor confirms that it understands that if after contract award they have been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, they will be ineligible to contract with Canada. If, after contract award, a Contractor becomes ineligible for contract award, Canada may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been awarded:
    - i. terminate the contract for default; or
    - ii. require the Contractor to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
  - b. The Contractor confirms that it understands that where its Affiliate has been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Affiliate is ineligible to contract with Canada. If, after contract award, an Affiliate of a Contractor becomes ineligible to contract with Canada, Canada may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been concluded:
    - i. terminate the contract for default if, in the opinion of Canada, there is evidence that the Contractor directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of certain acts or offences that make that Affiliate ineligible; or
    - ii. require the Contractor to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
  - c. The Contractor confirms that it understands that where it has been declared to be ineligible to contract with Canada under the Ineligibility and Suspension Policy, it is also ineligible to contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGS. Where the Contractor has been declared to be ineligible under the Ineligibility and Suspension Policy after contract award, Canada may, following a notice period:
    - i. terminate the contract for default; or
    - ii. require the Contractor to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
  - d. The Contractor confirms that it understands that where it or its Affiliates have been held responsible for breaches under the Lobbying Act subsection, it is ineligible to contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGS. Where the Contractor has been declared to be ineligible under the Ineligibility and Suspension Policy after contract award, Canada may, following a notice period:
    - i. terminate the contract for default; or
    - ii. require the Contractor to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

9. Declaration of Offences Committed

The Contractor understands that it has a continuing obligation to immediately declare all convictions to Canada under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections.

10. Period of Ineligibility

The following rules determine the period for which a Contractor or its Affiliate that has been convicted of certain offences is, ineligible to contract with Canada:

- a. for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Contractor or its Affiliate has pleaded guilty to or has been convicted of, the period of ineligibility to be awarded a contract is indefinite, subject to the Canadian Pardons subsection;
- b. subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Contractor or its Affiliate has pleaded guilty to or been convicted of, as the case may be, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections;
- c. subject to an Administrative Agreement, for all breaches under the Lobbying Act subsection for which a Contractor or its Affiliate has been found responsible, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGS.

11. Canadian Pardons

A determination of ineligibility to contract with Canada will not be made or maintained by the Minister of PWGS under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Contractor or its Affiliate has:

- a. been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;
- b. been granted a pardon under Her Majesty's royal prerogative of mercy;
- c. been granted a pardon under section 748 of the Criminal Code;
- d. received a record of suspension ordered under the Criminal Records Act; and
- e. been granted a pardon under the Criminal Records Act, as that Act read immediately before the day section 165 of the Safe Streets and Communities Act comes into force.

12. Foreign Pardons

A determination of ineligibility to contract with Canada will not be made or maintained, as the case may be, by the Minister of PWGS in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Contractor or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons at the sole discretion of Canada, conditional discharges, absolute discharges, records of suspension, or restoration of legal capacities by the Governor in Council.

13. Period of Ineligibility for Breaching Administrative Agreements

The Contractor confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of PWGS will lengthen the period of ineligibility for a period to be determined by the Minister of PWGS.

14. Obligations on Subcontractors

The Contractor confirms that it understands that to the extent that it relies on a subcontractor(s) to perform the Contract, the Contractor will not enter into a subcontract with a company that has been convicted of or pleaded guilty or an Affiliate of the company has been convicted of or pleaded guilty, as the case may be, to any of the offences referenced in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections for which no pardon or equivalent has been received under the Canadian Pardons and Foreign Pardons subsections, without the prior written approval of the Minister of PWGS. Where the Contractor has entered into a contract with an ineligible subcontractor and for which no prior written approval has been received by Canada,

the Minister of PWGS will declare the Contractor to be ineligible to contract with Canada for a period of five years.

**2015A 30 (2015-12-18) Entire Agreement**

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

## APPENDIX 1

### Instructions for Completing the Financial Offer Template and Supplementary Items Submission Template

#### General Instructions - EFOT

Offerors must complete the Electronic Financial Offer Template (EFOT) provided as an electronic attachment to this requirement, in accordance with the instructions below. The EFOT submitted with the Offer will form part of the Electronic Price List (Annex C) in any resulting Standing Offer.

Each row in the Financial Offer Template represents one item.

Offerors submitting an Offer for all regions with the same pricing throughout the regions are advised to complete the "National" tab of the EFOT. Otherwise, Offerors should complete the tab(s) of the EFOT corresponding to the region(s) for which they are submitting an Offer.

Values entered in the "National tab" by the Offeror will supersede values the Offeror may have entered in any and all of the "Region" tabs of the EFOT at time of evaluation.

Offerors must save a copy of the completed EFOT in Excel compatible format (.xls or .xlsx) on a Compact Disk (CD) or Digital Versatile Disc (DVD) and include it with their Offer.

Offerors must print a copy of the "summary" tab of the EFOT and include it with their Offer. Print Formatting, Header and Footer information for printing purposes is included in the EFOT; Offerors must not change this information.

#### Electronic Processing of Financial Offer Template

The Electronic Financial Offer Template will be processed for evaluation by PWGSC using electronic automation. As such, Offerors must not change the format or rename the Electronic Financial Offer Template in any way. At the time of evaluation, if the Offeror's Electronic Financial Offer Template has been reformatted or renamed in a way that prevents automated processing, the Offer may be found non-responsive.

#### Field Color

All light blue colored fields must be populated by the Offeror in compliance with the field specific instructions below. Fields that have been populated will change in color from light blue to light yellow. The change of color does not indicate that the data entered is accepted by or acceptable to Canada only that data has been entered into the field.

**NOTE:** The use of the "Copy" and "Paste" feature in Excel may negatively impact this aspect of the template. PWGSC suggests Offerors use the "Copy" and "Paste Special - Values" method.

#### Field Specific Instructions

Fields in the Electronic Financial Offer Template are identified by column heading. The purpose of each field is described and the instructions for completing the field are provided at Paragraph 3 - Field Descriptions and Input Instructions.

## General Instructions – Supplementary Items Submission Template (SIST)

Offerors may propose a list of up to 500 supplementary items with their offer. As part of the submission of any supplemental item, offerors must complete the SIST provided as an electronic attachment to this requirement, in accordance with the priorities and instructions below.

Priorities include:

- 1) Items that fill gaps in the core of the requirement;
- 2) Items that are new to the market or represent innovation; and
- 3) Items whose pricing is volatile (such as removable media)

Offerors must save a copy of the completed SIST in Excel compatible format (.xls or .xlsx) on a Compact Disk (CD) or Digital Versatile Disc (DVD) and include it with their Offer.

Offerors will not be required to print a copy of their SIST.

### Item selection

The Standing Offer Authority will review the content of SIST submissions from all Offerors and will at Canada's sole discretion, based on the priorities identified below, select up to 1500 of these items for inclusion into the Standing Offer as the Supplementary Items List.

Only items for which all required data fields have been completed will be considered.

### Field Specific Instructions

Fields in the Supplementary Items Submission Template (SIST) are identified by column heading. The purpose of each field is described and any specific instructions for completing the field are provided.

### Supplementary Items List Pricing (Stage 2 solicitation)

Once qualified Offerors have been notified of their qualification as a result of the initial solicitation process, PWGSC will solicit prices and "Listed (Yes/No)" status for each of the items in the Supplemental Items List (up to 1500).

While no Offeror may be disqualified on the basis of stock or pricing for these items, all Qualified Offerors must submit a firm price valid for all regions in which they have qualified for an Offer as well as the "Listed (Yes/No)" status for each of the items in the Supplementary Items List.

### Field Descriptions and Input Instructions

#### a) **Item Number**

Purpose: This field represents a number assigned to the line item in the list for the purpose of this solicitation. Any amendments or questions pertaining to the line items or products requested will be addressed by this item number during the solicitation period. No entry is required

#### b) **Manufacturer**

Purpose: While the brand and manufacturer of a product may, in some instances, be marketed under the same name, this is not always the case. This field represents the name of the manufacturer (ACCO, 3M, Procter and Gamble etc...) of the item offered. Unless this field is already populated by PWGSC, the manufacturer of record must be entered here.

c) **Brand**

Purpose: While the brand and manufacturer of a product may in some instances be marketed under the same name, this is not always the case. This field represents the name of the brand for the item offered (Wilson Jones, Paper mate, Duracell, etc...). Unless this field is already populated by PWGSC, the Brand Name must be entered here.

d) **Series**

Purpose: This field represents a marketing name for a series or sub-brand of the item offered (Energel, ClearView, FlexGrip). Unless this field is already populated by PWGSC, the Series must be entered here.

e) **Model Number**

Purpose: This field represents the manufacturer's model name / number for the line item offered. Unless this field is already populated by PWGSC, the Model Number as shown in the manufacturer's publications must be entered here.

f) **Class**

Purpose: This field is one of two fields used for the classification of items in this requirement. Classification is based on the UNSPSC standard (<http://www.unspsc.org>) and restricted in accordance with the requirement at Annex A. Unless this field is already populated by PWGSC, the most appropriate class selection must be made from the drop down list provided.

g) **Commodity**

Purpose: This field is one of two fields used for the classification of items in this requirement. Classification is based on the UNSPSC standard (<http://www.unspsc.org>) and restricted in accordance with the requirement at Annex A. Commodity is defined by UNSPSC as a group of substitutable (similar) products or services. Unless this field is already populated by PWGSC, the most appropriate Commodity selection must be made from the drop down list provided.

**Item Descriptions - Information about item attributes**

Given the diversity of product in this requirement, PWGSC has determined that the use of segregated attributes would be more efficient than paragraph form descriptions. The intent of the attribute columns is to capture generic and essential information about the items that will make it easy for users to search for products that meet their requirement. Attributes of a product include but are not limited to: size, color, material, voltage, distinguishing features etc.

h) **Attribute 1 (English version)**

Purpose: For the sake of consistency PWGSC has determined that, Attribute 1 will be used for size, when applicable. If size is not a relevant element of the item description, an alternate attribute may be entered in this column. Unless this field is already populated by PWGSC, this field must be populated with information in accordance with the field's intended purpose.

i) **Attribute 2 (English version)**

Purpose: For the sake of consistency PWGSC has determined that, Attribute 2 will be used for colour, when applicable. If colour is not a relevant element of the item description, an alternate attribute may be entered in this column. Unless this field is already populated by PWGSC, this field must be populated with information in accordance with the field's intended purpose.

j) **Attribute 3 (English version)**

Purpose: For the sake of consistency PWGSC has determined that, Attribute 3 will be used for the primary feature of the item, when applicable. Unless this field is already populated by PWGSC, this field must be populated with information in accordance with the field's intended purpose.

**k) Attribute 4 (English version)**

Purpose: For the sake of consistency PWGSC has determined that, Attribute 4 will be used for a general feature of the item, when applicable. Unless this field is already populated by PWGSC, this field must be populated with information in accordance with the field's intended purpose.

**l) Attribute 1 (French version)**

Purpose: For the sake of consistency PWGSC has determined that, Attribute 1 will be used for size, when applicable. If size is not a relevant element of the item description, an alternate attribute may be entered in this column. Unless this field is already populated by PWGSC, this field must be populated with information in accordance with the field's intended purpose.

**m) Attribute 2 (French version)**

Purpose: For the sake of consistency PWGSC has determined that, Attribute 2 will be used for colour, when applicable. If colour is not a relevant element of the item description, an alternate attribute may be entered in this column. Unless this field is already populated by PWGSC, this field must be populated with information in accordance with the field's intended purpose.

**n) Attribute 3 (French version)**

Purpose: For the sake of consistency PWGSC has determined that, Attribute 3 will be used for the primary feature of the item, when applicable. Unless this field is already populated by PWGSC, this field must be populated with information in accordance with the field's intended purpose.

**o) Attribute 4 (French version)**

Purpose: For the sake of consistency PWGSC has determined that, Attribute 4 will be used for a general feature of the item, when applicable. Unless this field is already populated by PWGSC, this field must be populated with information in accordance with the field's intended purpose.

**p) % Recycled**

Purpose: Where applicable, this field will contain a percentile value representative of the proportion, by mass, of post consumer recycled material in the item. Post consumer recycled material is defined as Material generated by households or by commercial, industrial and institutional facilities in their role as end-users of a product which can no longer be used for its intended purpose. This includes returns of material from the distribution chain. Unless this field is already populated by PWGSC, this field must be populated with numerical information in accordance with the field's intended purpose.

**q) Environmental Considerations**

Purpose: Where applicable, this field may contain information with respect to other environmentally responsible features of the line item. (BPA Free, PVC Free, biodegradable, replaceable parts, etc.). Unless this field is already populated by PWGSC, this field must be populated with information in accordance with the field's intended purpose.

**r) Unit of Sale**

Purpose: This field represents the unit of sale for the item (each, box, pack etc.). Certain items come packaged by multiples (Example: Paperclips, Pins, Elastics, Labels, etc.), the "each" unit of sale may in some instances be more than one single unit of the item. In such cases the "each" Unit of Sale represents the smallest commercially available unit of sale. Unless this field is already populated by PWGSC, this field must be populated from the drop down list provided in accordance with the field's intended purpose.

**s) Qty per Unit of Sale**

Purpose: This field represents the number of individual units of the item included per unit of sale. While each, pair and dozen are self explanatory, box and package are not. Unless this field is already populated by PWGSC, this field must be populated with numerical information in accordance with the field's intended purpose.

t) **UPC**

Purpose: This field represents the Universal Product Code (PUC) for one (1) unit of issue of the item as described in columns R and S. Unless this field is already populated by PWGSC, this field must be populated with the 12 digit Universal Product Code (UPC-A) or 13 digit International Article Number (EAN) code for the item.

u) **Offerors Part Number (SKU)**

Purpose: This field represents the Offeror's unique Stock Keeping Unit (SKU) for the unit of sale specified in Column R. Offerors must populate this field by indicating the unique SKU for this line item. Note: Each line item must have a unique SKU

v) **Listed (Y/N)**

Purpose: This field represents the status of the line item in the Offeror's inventory management and cataloguing system. Offerors must populate this field by selecting "yes" from the drop down menu for regularly stocked items and selecting "no" for items not typically held in stock.

w) **Price**

Purpose: This field represents the price for one unit of issue of the item described in columns R though T inclusively. The Offeror must enter a numerical value which represents its firm price for one unit of issue of the line item in dollars and cents separated by a period (23.12) without any spaces, dashes or special characters. All values submitted will be rounded to 2 decimals.



N° de l'invitation - Sollicitation  
E60PD-16OSFB/A  
N° de réf. du client - Client Ref. No.  
E60PD-16OSFB

No.N° de la modif - Amd. No.  
File No. - N° du dossier  
PD032E60PD-16OSFB

Id de l'acheteur - Buyer ID  
PD032  
N° CCC / CCC No./ N° VME - FMS

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## **APPENDIX 2**

### **ELECTRONIC STANDING OFFER USAGE REPORT**

*(provided as an electronic attachment)*