



**Bid Fax: (819) 997-9776**

## Offre à commandes principale et nationale (OCPN)

## Comments - Commentaires

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

## Gatineau, Québec K1A 0S5

**Instructions: Voir aux présentes**

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

Telephone No. - N° de téléphone  
Facsimile No. - N° de télécopieur

Name and title of person authorized to sign on behalf of Vendor/Firm  
(type or print)  
Nom et titre de la personne autorisée à signer au nom du fournisseur/  
de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

**Signature**

Date \_\_\_\_\_

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## PART 1 - GENERAL INFORMATION

### 1.1 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 for the Offeror and applicable terms and conditions;  |
| 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: describes 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 by the Offeror in its Offer; and                                       |
| 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 resulting contract clauses which govern any contract resulting from a Call-up made pursuant to the Standing Offer.   |

The following Annexes are appended to and form part of this RFSO:

- |           |  |
|-----------|--|
| Annex A - | The Requirement  |
| Annex B - | The Standing Offer Usage Reporting   |
| Annex C - | Offeror Contact Information  |
| Annex D - | Electronic Product Offering  |
| Annex E - | Forms  |
| Annex F - | Key Terms  |
| Annex G - | General Conditions 2009 (2016-04-04) – Standing Offers – Goods or Services – Authorized Users            |
| Annex H - | General Conditions 2015A (2016-04-04) – General Conditions – Goods – Authorized User (Medium Complexity) |

The following Appendices form part of this RFSO:

- |              |  |
|--------------|--|
| Appendix 1 - | Electronic Payment Instructions                      |
| Appendix 2 - | Instructions for Completing the Electronic Templates |

## 1.2 Summary

A list of key terms is provided at Annex "F", Key Terms.

Canada has a requirement to establish a National Master Standing Offer (NMSO) for the supply of Laboratory Supplies on an "as and when" required basis to Federal Identified Users and to Provincial/Territorial Identified Users.

Below is a list of provinces and territories who have shown interest in making call-ups against the Standing Offer:

- Nova Scotia
- New Brunswick
- Prince Edward Island
- North West Territories
- Nunavut
- Yukon

Only Authorized Users will be authorized to issue call-ups against this NMSO. A list of Authorized Users will be provided at Part A, paragraph 6.15 – Authorized Users.

A maximum number of five (5) NMSOs may result from this solicitation.

All products proposed must be either the exact item or a similar product. A sample of the product categories required include the following:

- apparel
- autoclave & sterilization supplies
- bags
- beakers & cylinders
- blood & urine collection
- bottles, containers, & supplies
- calibration supplies
- centrifuges & supplies
- cleaning supplies
- cryogenic supplies
- culture supplies
- dehydrated culture media
- dna & rna related supplies
- electrodes & supplies
- films & sealing products
- filtration supplies
- flasks
- gloves
- handsoaps & lotions
- inoculating supplies
- instruments & supplies
- lubricants
- meters & supplies
- microscopes & supplies
- mixers & supplies
- PCRs & supplies
- pipetting supplies
- plates
- sample supplies
- spectrophotometers
- syringes, needles, & accessories
- tapes, labels, and accessories
- tubes & supplies
- vials & supplies
- waste disposal
- water purification supplies
- weighing supplies
- wrapping & sealing products

A list of products required is provided in the Electronic Product Offering Template, refer to Part 3, paragraph 3.1.1, Electronic Template Files.

The proposed NMSO will be for a one (1) year period with the option to extend for up to two (2) additional one (1) year periods.

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).

The following applies to Federal Identified Users only:

The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the requirement detailed in the RFSO, to Federal Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLSCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

### **1.3 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.

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 a three month notice to allow for the migration to any electronic procurement solution. Any notice will, at a minimum, include the following:

- (a) the Commercial name of the electronic procurement solution;
- (b) requirements pertaining to enablement or membership to the supplier networks;
- (c) technical requirements for catalogue formats and system interfaces (if applicable);
- (d) payment processing requirements (if applicable);
- (e) implementation plan; and
- (f) order processing requirements and workflows.

### **1.4 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.

### **1.5 Official Languages 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.

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## 1.6 Disclosure of information – Optional Users

The Offeror acknowledges that MASH entities that have not been identified as Authorized Users of this Standing Offer (referred to hereinafter as “Optional Users”) may be interested in procuring for their own use the goods, services or both as described in this Standing Offer (referred to hereinafter as “Deliverables”).

In the event that an Optional User contacts the Offeror to purchase some of all of the Deliverables (referred to hereinafter as a “Request”), the Offeror will enter into negotiations with such Offeror. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) to use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as “Separate Agreement”).

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Offeror. The Contractor must not represent itself as an agent or representative of Canada to the Offeror.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

## 1.7 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.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

Offerors who submit an Offer agree to be bound by and comply with the instructions of the RFSO and if awarded an NMSO, accept the clauses and conditions of the Standing Offer and any resulting contract(s).

The [2006 \(2016-04-04\)](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days  
Insert: 120 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 below:

**Offers must be submitted by 2:00 pm Eastern Standard Time on January 16, 2017 to:**

Bid Receiving  
Department of Public Works and Government Services  
Bid Receiving Unit  
Portage III, 0B2  
11 Laurier Street  
Gatineau, Quebec  
For couriers: J8X 4A6 For regular mail: K1A 0S5  
Telephone: (819) 956-3370

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 fifteen (15) calendar days before the RFSO closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical Enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such, except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

## 2.4 Applicable Laws

The Standing Offer and any resulting Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

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, the Offeror is deemed to have consented to that the applicable laws as specified herein by Canada.



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## 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 and where specified, one (1) soft copy on CD, DVD, or USB), and
- one hard copy of the OCIT and EVACT workbooks

Section II: Financial Offer

- one soft copy of all electronic template files on CD, DVD, or USB;
- one hard copy of the EPOT worksheets "Original Products Summary", Similar Products Summary", and "ERA"

Section III: Certifications (one (1) hard copy, and one (1) soft copy in Excel format on CD, DVD, or USB)

If there is a discrepancy or conflict between the wording of the soft copy and the wording of 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. Failure to do so will render an Offer non-responsive and the Offer will be given no further consideration.

Canada requests that Offerors follow the format instructions described below in the preparation of their Offer.

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

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

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

#### 3.1.1 Electronic Template Files

The electronic files attached to this requirement are required to submit an Offer.

Offerors must not change the format or layout of the templates. Any offer that contains a template that has had the format or layout changed will be considered non-responsive and may be disqualified.

The electronic files package contains the following files:

- (1) Electronic Product Offering Template (EPOT), Filename: EPOT (E).xlsx
- (2) Electronic Value Added Criteria Template (EVACT), Filename: EVACT (E).xlsx
- (3) Offeror Contact Information Template (OCIT), Filename: OCIT.xlsx
- (4) Sample Evaluation, Filename: Evaluation Sample.xlsx

### Section I: Technical Offer

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

Offerors must complete the Electronic Value Added Criteria (EVACT) template.

### Section II: Financial Offer

Offerors must submit their financial offer in accordance with Part 4, Evaluation Procedures and Basis of Selection, paragraph 4.4, Point-Rated Financial Evaluation and the instructions at Appendix "2", Instructions for Completing the Electronic Templates.

#### 3.1.2 Exchange Rate Fluctuation Risk Mitigation

1. The Offeror may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Offeror claims for an exchange rate adjustment, this request must be clearly indicated in the offer at time of bidding. The Offeror must submit the ERA worksheet, Claim for Exchange Rate Adjustments included in the EPOT worksheet with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Offeror and which are to be included in the adjustment amount.
3. The firm prices paid by Authorized Users will be adjusted every six months from date of issuance of the NMSO and will be based on the FCC and exchange rate fluctuation provision in the standing offer. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 5% (increase or decrease).
4. At time of bidding, the Offeror must complete columns (4) and (5) on the ERA worksheet, for each line item where they want to invoke the exchange rate fluctuation provision. The dollar values for each packaging option provided in column (4) must be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Offeror will not be accepted for the purposes of this exchange rate fluctuation provision.

#### 3.1.3 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Appendix "1", Electronic Payment Instruments to identify which ones are accepted.

If Appendix "1", Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments are not mandatory but will be considered as an evaluation criterion.

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**Section III: Certifications**

Offerors must submit the certifications and additional information required under Part 5.

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION****4.1 Evaluation Procedures**

- (a) Offers will be evaluated to determine if they comply with the entire requirement of the RFSSO including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

**4.2 Mandatory Technical Criteria**

Offers not meeting all of the mandatory technical criteria will be declared non-responsive and will be given no further consideration.

The following items will be assessed:

- (a) all required information is included;
- (b) the mandatory technical criteria below are met;
- (c) the Offeror agrees to all terms and conditions without making exceptions;
- (d) unit pricing decreases as package size increases;
- (e) pricing for individual units is the same as the most expensive packaging option;
- (f) that no Original Products are also identified as being a similar item for any Original Product(s);
- (g) all proposed goods identified as being original items are the exact item and not a similar item;
- (h) goods proposed as being similar items are considered similar.

**M1 Company Profile**

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:

- a. company history;
- b. ability to honour manufacturer's warranty (as applicable) on items offered;
- c. delivery methods (e.g., fleet of vehicles or third party transportation);
- d. inventory and warehousing infrastructure;
- e. order management and tracking system;
- f. participation in or certifications resulting from environmental programs/initiatives, if applicable;
- g. describe the company's web presence, if applicable;
- h. if applicable, how the user accounts on the company's website will be modified for this standing offer;
- i. invoicing customizations for consolidated invoicing of call-ups.

One (1) hard copy and one (1) soft copy in Excel format on CD, DVD, or USB is required with the offer.

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## **M2 Manufacturer Authorization**

The Offeror must include a letter signed by an authorized representative of each manufacturer declaring that they are authorized to sell their products nationally within Canada; or at a minimum a written declaration signed by the Offeror's Chief Financial Officer or Chief Executive Officer.

One (1) hard copy is required with the offer.

## **M3 Offeror Contact Information**

The Offeror must complete the Offeror Contact Information (OCIT) Template included in the Electronic Files Package.

The Offeror must identify contact information for Sales for each region, General Inquiries, and Delivery Follow-Up, the person authorized to sign on behalf of the Offeror, and the person responsible for the Administration of any resulting standing offer.

One (1) hard copy and (1) soft copy of the OCIT in Excel format on CD, DVD, or USB is required with the offer.

## **M4 Basis of Payment – Firm Prices**

The Offeror must complete the Electronic Product Offering (EPOT) Template included in the Electronic Files Package.

The Offeror must submit firm prices that will apply for the entire period of the Standing Offer including any option periods. All prices must be in Canadian dollars, customs duties and excise taxes included, applicable taxes and delivery excluded.

One (1) hard copy of the Original Products Summary worksheet and (1) soft copy of the EPOT in Excel format on CD, DVD, or USB is required with the offer.

### **4.3 Point-Rated Technical Criteria (Maximum of 1000 points)**

If at any time prior to NMSO issuance the evaluation team determines that one or more proposed products do not comply with the instructions contained within this RFSO the offer will be declared non-responsive and no further consideration will be given.

The points awarded to each offer will be based on an evenly incremented scale with the maximum points awarded to the highest rank(s) and the lowest rank receiving 0 points. The highest rank will be rank number one (1) and the lowest rank will be the number of offers which met the Mandatory Technical Criteria requirements.

In the event that multiple Offerors are ranked the same they will be awarded the same number of points and the next ranks will be skipped as necessary.

A sample evaluation has been included in the Electronic Files Package, filename: "Evaluation Sample.xlsx". Offerors are encouraged to refer to this to aid in understanding how the evaluation will be conducted.

Offerors should refer to Appendix "2"– Instructions for Completing the Electronic Templates, for more information related to completing the electronic templates.

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## **R1 Value Added Criteria (Maximum 400 points)**

Canada has selected four (4) criterion which are known to add value to our clients. Each criteria is valued as follows:

- # of Regularly Stocked Items, 125 points
- # of Business Days Guaranteed Delivery on Regularly Stocked Items, 125 points
- Offeror has a website detailing product technical information, 75 points
- Acceptance of Credit Cards, 75 points

The “# of Regularly Stocked Items” will be extracted from the Offeror’s Original Products Offering and Similar Products Offering and counted. Manufacturer part numbers offered multiple times will only be counted once. The total count for each offer will be ranked with the highest count receiving the maximum allotted points.

“Acceptance of Credit Cards” will be extracted from the information provided by the Offeror at Appendix 1 – Electronic Payment Instruments.

The electronic file which corresponds to this portion of the evaluation are “EVACT (E).xlsx” and “EPOT (E).xlsx”.

## **R2 Original Product Offering (Maximum 300 points)**

Points will be awarded to suppliers based on the number of Original Products offered.

The following items will be assessed:

- (a) the product proposed is the exact item and not a similar item;
- (b) the Offeror is offering at least one unit of issue, for example, box, vial, or case

The electronic file which corresponds to this portion of the evaluation is “EPOT (E).xlsx”.

## **R3 Similar Products Offering (Maximum 300 points)**

Points will be awarded to suppliers based on the number of unique similar products offered.

Each similar product offered must have a minimum of one unit of issue, for example, each, box, vial, or case.

The number of similar products offered will be extracted from the Offeror’s Similar Products Offering and counted. Manufacturer part numbers offered multiple times will only be counted once. The total count for each offer will be ranked with the highest count receiving the maximum allotted points.

The electronic file which corresponds to this portion of the evaluation is “EPOT (E).xlsx”.

## **4.4 Point-Rated Financial Evaluation (Maximum of 1000 points)**

The points awarded to each offer will be based on an evenly incremented scale with the maximum points awarded to the highest rank(s) and the lowest rank receiving 0 points. The highest rank will be rank number one (1) and the lowest rank will be the number of offers which met the Mandatory Technical Criteria requirements.

Canada will evaluate firm unit prices provided for each Original Product using a two-part methodology.

**Part One:** Canada has identified the unit of issue for each Original Product used to develop the basket of goods. The firm unit price offered for this unit of issue will be ranked where the lowest price will rank the highest. This rank will also be the points assigned for each individual Original Product.

If the Offeror inserts a 'blank' or \$0 price for any packaging size, the offer must be accompanied by a 'Pricing Sustainability' letter confirming that the Offeror is offering the product for \$0 and they will be able to sustain this price for the duration of the standing offer.

If the Offeror does not include a 'Pricing Sustainability' letter, affected packaging sizes will not be included in the evaluation or form part any part of the resulting standing offer should the Offeror be successful.

**Part Two:** The points assigned during Part One will be tallied and ranked again with the highest tally being ranked the highest.

The points calculated at Part Two will be the score for this portion of the evaluation.

The electronic file which corresponds to this portion of the evaluation is "EPOT (E).xlsx".

#### **4.5 Final Evaluation**

For each responsive offer, the Point-Rated Technical Criteria scores and the Point-Rated Technical Financial Evaluation score will be added to determine its combined rating.

The evaluation will be based on the highest responsive combined rating of technical merit and price. The maximum score is 2000 points.

#### **4.6 Basis of Selection**

1. To be declared responsive, an offer must:

- (a) comply with all the requirements of the RFSO; and
- (b) meet all mandatory technical evaluation criteria; and
- (c) respond to all point rated technical criteria.

2. Offers not meeting (a) or (b) or (c) above will be declared non-responsive.

Neither the responsive offer obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The five (5) responsive offer(s) with the highest combined rating of technical merit and price will be recommended for award of a Standing Offer.

#### **4.7 Standing Offer Ranking List (SORL)**

Offers which have been recommended for award of a Standing Offer will be ranked according to their Final Evaluation score from highest to lowest.

Offerors will be notified of their rank at time of standing offer issuance.

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## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and any additional information requested or required to be issued a Standing Offer.

The certifications provided by Offerors to Canada form part of and are incorporated into any Standing Offer and Contract and are subject to verification by the Standing Offer Authority or Contracting Authority at any time.

If any certification made by the Offeror is found to be untrue in any respect or if the Offeror fails to comply with any request for verification of a certification, including the provisions of additional information:

- i. during the RFSO solicitation period, Canada shall declare the Offer to be non-responsive and the Offer will receive no further consideration; and
- ii. at any other time, (a) Canada may, at its sole discretion, set aside the Standing Offer and declare the Contractor to be in default under any or all resulting contract(s) for Federal Identified Users, as applicable; and, (b) the Contracting Authority for a Provincial/Territorial Identified User may declare the Contractor to be in default under any or all resulting contract(s) for that Provincial/Territorial Identified User.

### 5.1 Certifications Required with the Offer

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

#### 5.1.2 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 ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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.

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Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv890.E60PV-16LS00

Buyer ID - Id de l'acheteur  
pv890  
CCC No./N° CCC - FMS No./N° VME

### 5.1.3 Price Certification

The Offeror certifies that the price provided to Authorized Users at time of call-up will not be in excess of the lowest price charged anyone else, including the Offeror's most favoured customer, for like quality and quantity of the goods.

_____ Bidder's authorized representative (print name)	_____ Title (print)
_____ Signature	_____ Date

### 5.1.4 Similar Products

The Offeror certifies that all products proposed as similar items are products which could completely or partially satisfy the Authorized User.

_____ Bidder's authorized representative (print name)	_____ Title (print)
_____ Signature	_____ Date

## 5.2 Additional Certifications Required within 6 months of Issuance of a Standing Offer

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If the Offeror does not provide any of these required certifications or additional information within 6 months of being issued a standing offer, the standing offer will be set aside and the next highest evaluated offer will be issued a standing offer.

### 5.2.1.1 Environmental Considerations

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

As an initial first step in our progress toward greening the Lab Supplies commodity, PWGSC is collecting information related to the manufacturing process of the supplies we purchase. To this end the following columns have been included in the EPOT and forms the environmental profile:

- Is the product manufactured using Recycled Content? (Y/N)
- Is the product manufactured using Hazardous Materials? (Y/N)
- Is the product reusable? (Y/N)
- Does the product have a 3<sup>rd</sup> Party Environmental Certification?

To assist you in this process, PWGSC has begun the process of contacting each of the manufacturer's listed in the Original Products list to have them respond to these questions for their products. We will continue to contact manufacturers until January 4, 2017. At this time, PWGSC will post an amendment to



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pv890  
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the RFSO to inform you which manufacturers have responded and for which products. After this date, the Offeror is responsible to provide information for any manufacturer who hasn't responded.

#### **5.2.1.2 Environmental Considerations Authenticity Certification**

1. For each product offered in the Electronic Product Offer Template, the Offeror certifies that the environmental profile information provided was obtained from the manufacturer.
2. The Offeror must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Offeror must obtain the written consent of the Standing Offer Authority before disposing of any such records or documentation before the expiration of Standing Offer including any optional extension periods.

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## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1 Interpretation

##### 6.1.1 Definitions and Interpretation

- (a) Definitions. In this Standing Offer, a capitalized term shall have that meaning attributed to that term in *2009 (2016-04-04) Standing Offers – Goods or Services – Authorized Users*, section 01, appended hereto as Annex G or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning given to it in such document.
- (b) Other Interpretative Provisions. Unless otherwise indicated:
1. all references to a designated "section" or other subdivision, or to an annex or appendix, are to the designated section or other subdivision of, or annex or appendix to the Standing Offer;
  2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Standing Offer as a whole and not to any particular section or other subdivision of the Standing Offer;
  3. the headings are for convenience only and do not form a part of the Standing Offer and are not intended to interpret, define or limit the scope, extent or intent of the Standing Offer or any of its provisions;
  4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
  5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
  6. where a word is defined other forms of the word will have the corresponding meaning;
  7. any reference to the Standing Offer or to any agreement, or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
  8. any reference to a statute, regulation, rule, policy directive or other document listed in this Standing Offer means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time; and
  9. all dollar amounts refer to Canadian dollars.

#### 6.2 Key Terms

A list of Key Terms is provided at Annex F.

#### 6.3 Offer

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 terms and conditions set out in the Standing Offer and any resulting Contract, including:

Annex A – The Requirement  
Annex B – The Standing Offer Usage Reporting

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Annex C – Offeror Contact Information  
Annex D – Electronic Product Offering  
Annex E – Forms  
Annex F – Key Terms  
Annex G – General Conditions 2009 (2016-04-04) – Standing Offers – Goods or Services – Authorized Users  
Annex H – General Conditions 2015A (2016-04-04) – General Conditions – Goods – Authorized User (Medium Complexity)  
The call-up issued by the Standing Offer Authority or Contracting Authority, as applicable.

#### **6.4 Official Languages 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), and the Eastern and Northern Ontario regions are prescribed under the Act and are therefore designated as bilingual regions for language of work purposed. In regions prescribed as bilingual, the 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 the Offeror must offer documentation in both official languages and must be able to provide bilingual (English and/or French) services to those regions, such as bilingual contact taking orders, etc.

#### **6.5 Offeror Service**

The Offeror must be able to receive orders by telephone (including a toll-free number), facsimile, and e-mail. The Offeror must be open for business Monday to Friday from 8:00 AM ATL to 5:00 PM BC Time (except for Statutory Holidays).

#### **6.6 Security Requirements**

There is no security requirement applicable to the Standing Offer.

#### **6.7 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 purchased 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.

#### **6.8 Electronic Transactions via the Offeror's Website**

The Offeror must not accept any call-ups against the Standing Offer through any existing or future e-commerce websites during the entire period of the Standing Offer without written approval from the Standing Offer Authority. Failure to comply may result in a set aside of the Standing Offer.

## **6.9 Standard Clauses and Conditions**

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

## **6.10 General Conditions**

2009 (2016-04-04) General Conditions - Standing Offers - Goods or Services, attached as Annex "G", apply to and form part of the Standing Offer.

## **6.11 Standing Offers Reporting**

### **6.11.1 Quarterly Usage Reports – Standing Offer**

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

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

The data must be submitted electronically by e-mail on a quarterly basis to the Standing Offer Authority at [Lisa.Hennessey@tpgsc-pwgsc.gc.ca](mailto:Lisa.Hennessey@tpgsc-pwgsc.gc.ca) no later than fifteen (15) days after the end of the reporting period.

The quarterly periods are defined as follows:

- 1<sup>st</sup> Quarter (Q1): April 1 – June 30;
- 2<sup>nd</sup> Quarter (Q2): July 1 – September 30;
- 3<sup>rd</sup> Quarter (Q3): October 1 – December 31; and
- 4<sup>th</sup> Quarter (Q4): January 1 – March 31

Reporting will be subject to validation. In the event reports submitted fail to comply with the requirements at Annex "B", Standing Offer Usage Reporting, 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.

### **6.11.2 Ad Hoc Usage Reports - Standing Offer**

The Standing Offer Authority may request additional Ad Hoc Reports based on criteria already identified at Annex "B", Standing Offer Usage Reporting, Article B1, Collection of Data. When requested to do so, Offerors will provide the Ad Hoc Report within the timeframe requested.

## **6.12 Client Satisfaction**

Each quarter the Standing Offer Authority or delegated individual will select random call-ups for each NMSO Offeror and perform a call-up audit and customer satisfaction survey. This will include but is not limited to:

- (1) checking for unauthorized product sales;

- (2) checking to ensure pricing billed is the same or less than the pricing offered through the standing offer;
- (3) not meeting the delivery terms of the standing offer;
- (4) availability of goods;
- (5) availability of bilingual service; and
- (6) customer satisfaction

The number of call-ups selected each quarter will be based on the number of call-ups issued to the Offeror for the reporting period as follows:

<u>Number of Call-ups Reported</u>	<u>Number of Call-ups Selected</u>
1 – 25	1
26 – 100	2
101 – 300	3
301 – 500	4
501 – 750	5
751 – 1500	6
1501 – 2500	7
2501 – 5000	8
5001 – 7500	9
> 7500	10

These audits will be used for assess vendor performance. Unsatisfactory performance may result in a set aside of the Standing Offer if not corrected to the satisfaction of the Standing Offer Authority.

## **6.13 Period of Standing Offer**

### **6.13.1 Initial Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of issuance to *(twelve (12) months from issuance of the first National Master Standing offer)*.

### **6.13.2 Option to Extend the Period of the Standing Offer**

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

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority at least thirty (30) days before the expiry date of the Standing Offer. The option may only be exercised by the Standing Offer Authority and will be evidenced, for administrative purposes only, through a revision to the standing offer.

### **6.13.3 Comprehensive Land Claims Agreements (CLCAs) – applicable to Federal Identified Users Only**

The Standing Offer (SO) is for the delivery of the requirement detailed in the Standing Offer to the Federal Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

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## 6.14 Authorities

### 6.14.1 Standing Offer Authority

The Standing Offer Authority is:

Lisa Hennessey  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Commercial and Consumer Products Directorate  
Portage III 6A2-41  
11 Laurier Street, Gatineau, Quebec

Facsimile: 819-956-3814

E-mail address: [Lisa.Hennessey@tpsgc-pwgsc.gc.ca](mailto:Lisa.Hennessey@tpsgc-pwgsc.gc.ca)

The Standing Offer Authority is responsible for the management of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing Offer shall only be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone other than the Standing Offer Authority and any work so conducted shall be at the Offeror's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Standing Offer Authority.

### 6.14.2 Contracting Authorities

If a call-up is issued by:

**Federal Identified User:**

The Standing Offer Authority is the Contracting Authority for Federal Identified User Call-ups and resulting Contracts.

**Provincial/Territorial Identified User:**

The Provincial/Territorial Identified User that issues the Call-up is the Contracting Authority for that Call-up and resulting Contract.

### 6.14.3 Project Authority

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

### 6.14.4 Offeror's Representative

The Offeror's Representatives are identified at Annex C, "Offeror Contact Information".

The Offeror must notify the Standing Offer Authority of any changes to this information as soon as it becomes known to the Offeror.

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## 6.15 Authorized Users

### 6.15.1 Federal Identified Users

The Federal Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S., 1985, c. F-11.

### 6.15.2 Provincial/Territorial Identified Users

The following provincial or territorial organizations are the only organizations authorized to make call-ups against this Standing Offer.

*(to be inserted)*

### 6.15.3 Disclosure of information – Optional Users

The Offeror acknowledges that MASH entities that have not been identified as Authorized Users of this Standing Offer (referred to hereinafter as "Optional Users") may be interested in procuring for their own use the goods, services or both as described in this Standing Offer (referred to hereinafter as "Deliverables").

In the event that an Optional User contacts the Offeror to purchase some of all of the Deliverables (referred to hereinafter as a "Request"), the Offeror will enter into negotiations with such Offeror. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) to use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as "Separate Agreement").

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Offeror. The Contractor must not represent itself as an agent or representative of Canada to the Offeror.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

## 6.16 Call-up Instrument

Authorized Call-ups against this Standing Offer must be made using the duly completed forms identified or their equivalents by methods such as facsimile, electronic mail, or any other medium deemed acceptable by both the Authorized User and the Offeror.

Goods requested by telephone, facsimile, or e-mail must be followed up by issuing a call-up or equivalent document no later than the next day. These Call-ups are acceptance of the Offer, constituting a contract, for the goods described in the Call-up document.

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.

#### **6.16.1 Call-Up Instrument for Federal Identified User**

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

- a. PWGSC-TPSGC 942, Call-up Against a Standing Offer;
- b. PWGSC-TPSGC 942-2, Call-up Against a Standing Offer (Multiple Delivery);
- c. PWGSC-TPSGC 944, Call-up Against Multiple Standing Offers (English only);
- d. PWGSC-TPSGC 945, Call-up Against Multiple Standing Offers (French only);

Or an equivalent form of 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;
- includes confirmation of available funds under the applicable legislation, regulation or policy, as applicable;
- includes confirmation of the Authorized User's authority to enter in to a Contract; and
- allows for collection of the data identified at Annex "B" – Standing Offer Reporting, Article B1, Collection of Data

These forms are available through the [PWGSC Forms Catalogue](#) Web site.

#### **6.16.2 Call-up Instrument for Provincial/Territorial Identified User**

For Call-ups issued by a Provincial/Territorial Identified User, the Work will be authorized using the GC 942-3, Call-Up Against a Standing Offer (FPT) form. An electronic sample is attached at Annex "E" – Forms. This form is available through the [PWGSC Forms Catalogue](#) Web site.

Or an equivalent form of electronic call-up document which at a minimum:

- identifies Standing Offer number;
- identifies the total value of the Call-up;
- includes the unit price for each item on the Call-up;
- identifies a point of delivery;
- includes confirmation of available funds under the applicable legislation, regulation or policy, as applicable;
- includes confirmation of the Authorized User's authority to enter in to a Contract; and
- includes acceptance of the terms and conditions of the Standing Offer.

### **6.17 Limitation of Call-ups**

#### **Federal Identified Users:**

For Federal Identified Users, individual Call-ups against the Standing Offer must not exceed \$400,000.00 CAD (Applicable Taxes included) and in accordance with Part A, Article 6.19, Call-Up Procedures.



Requirements exceeding \$400,000.00 (Applicable Taxes included) must be submitted to the Standing Offer Authority or PV Division Manager in the form of a funded requisition for processing.

Except for Emergency Requirements and Urgent Acquisitions, requests to exceed the call-up limitation will not be authorized and will have to be treated as a separate procurement outside of the standing offers.

#### **Provincial/Territorial Identified Users:**

If the Contracting Authority for specific Provincial/Territorial Identified User has provided the Offeror written notice of a financial limitation for Call-ups (either on an individual basis for each Call-up or in the aggregate for all Call-ups issued), then the Offeror shall not accept any Call-up against the Standing Offer which would exceed such financial limitation unless the Contracting Authority has specifically identified that it may do so in writing.

#### **6.18 Standing Offer Ranking List (SORL)**

A right of first refusal ranking applies to Call-ups exceeding \$25,000.00 CAD (Applicable Taxes included) and less than \$400,000.00 CAD (Applicable Taxes included).

The ranking of Offerors is as follows:

*(to be completed at NMSO issuance)*

#### **6.19 Call-up Procedures**

**Requirements Less Than or Equal to \$25,000 (including all Applicable Taxes and costs of Delivery)** : Authorized Users should make Call-ups against the Standing Offer that represent best value and meets their immediate needs.

**Requirements Greater than \$25,000 and less than \$400,000 (including all Applicable Taxes and costs of Delivery)**: Authorized Users must issue Call-ups using the Right of First Refusal process before proceeding to use the Aggregate process.

**Requirements Greater than \$400,000 (Federal Requirements Only)**: PV Division may, at its discretion, exceed the Individual Call-Up Limitation for Emergency Requirements and Urgent Acquisitions.

##### **6.19.1 Right of First Refusal Process**

The Authorized User must contact the highest-ranked Offeror to determine if the requirement can be satisfied by that Offeror in its entirety and that the delivery times for regularly stocked items and without backorders can be met. If the highest-ranked Offeror is able to meet the requirement, a Call-up must be issued to that Offeror. If that Offeror is unable to meet the requirement, the Authorized User will contact the next ranked Offeror. The Authorized User will continue and proceed as above until one Offeror indicates that it can meet the entire requirement of the call-up.

When any Offeror contacted is unable to fulfill the need, the Authorized User is required to document its file appropriately.

##### **6.19.2 Aggregate Process**

In the event no single Offeror is able to fulfill the requirement as per the Right of First Refusal process, the Authorized User must issue Call-ups on an aggregate basis to the Offerors who offer the best price for each item in the requirement.

### 6.19.3 Emergency and Urgent Acquisitions (Federal Requirements Only)

PWGSC may expand the scope of this Standing Offer when specialized services or goods are required. Examples of specialized services may include kitting or specialized shipping to Port locations.

Federal Identified Users must submit a funded Requisition form PWGSC-TPSGC 9200 to either:

- the manager of the the Scientific, Medical and Photographic Division (PV Division), or
- the Standing Offer Authority

for processing.

#### 6.19.3.1 Emergency Requirements and Urgent Acquisitions Procedure

1. Prior to issuing a Call-up, PWGSC may, within its discretion, send Price and Availability (P&A) enquiries to one or more Offerors whose product offering best fits the requirement.

During these situations, the best fit may include:

- a. supplier(s) who agree to provide PWGSC on-call service outside normal business hours at no extra cost;
- b. supplier(s) who agree to give Call-ups issued by the Standing Offer Authority their highest priority for allocation of goods;
- c. ability to deliver the initial minimum quantity in the shortest period;
- d. has the shortest delivery period overall;
- e. can provide the exact products identified without substitutions; or
- f. ability to handle "pandemic-sized" orders'.

2. For urgent and emergency requirements for which:

- a. substitute products may be considered,
- b. best fit does not contain any specialized services or conditions, and
- c. delivery schedules are not being considered.

PV Division will use the Standing Offer Ranking List (SORL) as follows:

1. PV Division will send a product availability enquiry to each supplier in the SORL list.
2. PV Division will issue a call-up to the first listed supplier for either the complete or partial requirement according to what portion of the requirement the supplier can satisfy.
3. If the first supplier is unable to satisfy the complete requirement, PV Division will issue a call-up to the next SORL supplier for the portion they can satisfy. PWGSC will continue in this manner until either all quantities have been purchased or until the list has been exhausted.
4. If at any time during this procedure a supplier(s) offers substitute products not listed in the Electronic Product Offering, a representative or group of representatives from the client department(s) will assess the goods for suitability. To confirm suitability, upon request the Offeror must provide technical literature and product samples if requested.

The Offeror must provide the sample(s), transportation charges prepaid, and without charge to Canada. If requested, the return of sample(s), will be paid for and arranged by the Authorized User, otherwise, the sample(s) submitted by the Offeror will remain the property of Canada.

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## 6.20 Pricing Grid

An electronic pricing grid has been developed to assist Authorized Users in determining which Offeror best meets their immediate requirement. The pricing grid is an amalgamation of the electronic product offerings for each Offeror and also identifies which products are offered as similar items to the Original Product. Items identified as a regularly stocked item must be delivered within the timeframe specified at Part A, Article 6.21, Number of Days Delivery for Regularly Stocked Items.

The pricing grid may be obtained:

- (a) by downloading it from the Standing Offer Index at (<http://soi.pwgsc.gc.ca/app/index.cfm?Fuseaction=prg.main&altlang=-e>); or
- (b) from the Standing Offer Authority by sending an e-mail to [Lisa.Hennessey@tpgsc-pwgsc.gc.ca](mailto:Lisa.Hennessey@tpgsc-pwgsc.gc.ca)

## 6.21 Number of Days Delivery for Regularly Stocked Items

The number of days delivery for regularly stocked items for this standing offer is as follows:

*(to be completed at NMSO issuance)*

The Offeror must inform Authorized Users at time of Call-up if this delivery date cannot be met.

## 6.22 Numbering Call-Ups Paid For by Acquisition Cards

For audit purposes, it is recommended that Authorized 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.

## 6.23 Modifying a Call-Up

Any modifications to the original call-up must be supported by the issuance of a subsequent form in accordance with the Standing Offer terms and conditions in effect at the time of Call-up. Authorized Users must include an amendment number on any subsequent forms.

## 6.24 Receipt of Call-Up (All Requirements)

1. No costs incurred before the receipt of a signed Call-up or equivalent document may be charged to this Standing Offer.
2. Upon receipt of a Call-up, the Offeror must provide the Authorized User with the best available price, including any further price reductions as a result of special offering due to volume discounts, year-end or surplus manufacturing runs, special job lots, sales, clearances or promotions.

## 6.25 Exchange Rate Fluctuation Adjustment

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Offeror and which are to be included in the adjustment amount.

2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as show in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
3. On September 30<sup>th</sup> and March 31<sup>st</sup>, for each product identified for exchange rate fluctuation risk mitigation, the Standing Offer authority will calculate the exchange rate adjustment. The exchange rate adjustment will be based on the noon rate as published by the Bank of Canada on January 16, 2017. Exchange rate adjustments will be only be applied where the exchange rate fluctuation is greater than 5% (increase or decrease).
4. The application of exchange rate adjustments may only be authorized by the Standing Offer Authority and will be evidenced, for administrative purposes only, through a revision to the standing offer.
5. Offerors must implement all pricing adjustments within 5 days of the revision to the standing offer.
6. The exchange rate adjustment amount will be calculated in accordance with the following formula:

$$\text{Adjustment} = \text{FCC} \times \text{Qty} \times (i_1 - i_0)/i_0$$

Where formula variables correspond to:

FCC	Foreign Currency Component (per unit)
$i_0$	Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])
$i_1$	Exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])
Qty	quantity of units

## 6.26 Allowable Goods and Services

Only the goods listed at Annex "D", Electronic Product Offering" and warranty servicing as required by the 2015A (2016-04-04), General Conditions - Goods – Authorized User (Medium Complexity) are allowable through this standing offer.

### 6.26.1 International Organization for Standardization (ISO)

All goods must comply with and adhere to any applicable ISO standards.

### 6.26.2 Non-allowable Goods, Services and Practices

No services are included in this standing offer.

Non-allowable goods, services and practices includes but is not limited to the following:

- (a) goods not listed at Annex "D", Electronic Product Offering";
- (b) training;
- (c) installation;
- (d) maintenance agreements;
- (e) training;
- (f) leasing;
- (g) rentals;
- (h) servicing of equipment (except warranty servicing);
- (i) trade-ins;
- (j) laboratory chemicals; or

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(k) purchase of demonstrator models.

## **6.27 Product Recalls**

If any of the goods have been recalled a product recall advisory must be provided to all Authorized Users who have purchased the goods as well as to the Standing Offer Authority.

## **6.28 Product Offering Changes and Additions**

All requests to make changes to Annex "D", Electronic Product Offering must be submitted in writing to the Standing Offer Authority.

The periods for requesting changes to the product offering are between:

- May 1<sup>st</sup> to 31<sup>st</sup> and
- December 1<sup>st</sup> to 31<sup>st</sup>

Proposed changes to Annex "D", Electronic Product Offering will be subject to item data and pricing validation and may be accepted or declined at Canada's sole discretion. Authorized changes will be evidenced by a revision to the Standing Offer.

Any change to the number of items offered will not change the SORL.

### **6.28.1 Product Additions and Changes – Similar Products**

Only Offerors may request to add or change Similar Products. All requests must be accompanied by all technical literature required to allow PWGSC to confirm that the product is technically similar to the Original Product.

Offerors may not offer more than five (5) similar products for any Original Product.

### **6.28.2 Product Additions – Original Products**

Only Authorized Users may request additions to the Original Products list. All products proposed for addition to the Original Products list must meet the following conditions:

1. meet the definition of Laboratory Supplies at Annex "F", Key Terms;
2. meet the definition of a Consumable Product at Annex "F", Key Terms;
3. be accompanied by expected usage for the next 12 months;
4. include the appropriate product category;
5. include the manufacturer's name and part number; and
6. technical information for the specific part must be published on the manufacturer's website

Any product identified by PWGSC as meeting the above listed conditions will be provided to the Offerors for pricing and Offerors may offer up to five (5) similar products for each item.

If there aren't any Offerors who can offer the original item or a similar product the item will not be added to the Annex "D", Electronic Product Offering. Authorized Users may re-submit the product for inclusion again during the next period for requesting changes to the product offering.

### **6.28.3 Product Additions – Emergency and Urgent Acquisitions**

In the event of an Emergency or Urgent situation, PWGSC may request goods or specialized services not included in the Standing Offer.

These additions will be temporary until the urgent nature of the situation has subsided. The Offeror's product offering will not be updated to include these goods.

#### 6.28.4 Product Deletions

Product deletions are permitted under the following conditions:

- (a) the product has been recalled by Health Canada or the manufacturer; or
- (b) the product has been discontinued by the manufacturer

Requests for product deletions must be supported by a letter from the manufacturer confirming that the product has been discontinued or a copy of the statement by Health Canada.

If an Original Product is discontinued by the manufacturer, the Offeror may request to add the manufacturer's recommended replacement product as a Similar Product to Annex D, Electronic Product Offering. A request to add a Similar Product for this reason may be made at the same time as the request for Original Product deletion or during the periods stated above.

For manufacturer recommended replacement products all Offerors will be given the opportunity to provide competitive pricing. If no other Offerors are offering the replacement product, the Offeror must provide, on Canada's request, one or more of the following price support, if applicable:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchase items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certification; or
- e. any other supporting documentation as requested by Canada.

PWGSC acknowledges that there may be other circumstances for which a product deletion may be requested and these will be authorized on a case by case basis.

#### 6.29 Financial Limitation - Total

The total cost to Canada resulting from Call-ups against the Standing Offer must not exceed the sum of \$ (to be completed at NMSO issuance) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to Call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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

#### 6.30 Minimum Order Restriction

While Authorized Users will make every effort to place orders containing multiple items, the Offeror must ship in small quantities if requested to do so.

Minimum order restrictions are not authorized and do not apply to this Standing Offer.

### 6.31 Direct Marketing

Offerors may occasionally have opportunities to offer increased savings for the authorized products at Annex "D", Electronic Product Offering to Authorized Users. Marketing communications making reference to the Standing Offer must be restricted to the products contained in the Annex "D", Electronic Product Offering and at a minimum include the following information:

- (1) the Standing Offer number;
- (2) the Standing Offer title;
- (3) the Standing Offer expiry date;
- (4) the publication date; and
- (5) the effective period.

Prior to releasing any marketing initiatives to Authorized Users, Offerors must forward an electronic copy to the Standing Offer Authority for review a minimum of three (3) days prior to release of any marketing communication, regardless of format.

### 6.32 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;
- b) the Articles of the Standing Offer;
- c) Annex G, General Conditions 2009 (2016-04-04), General Conditions - Standing Offers - Goods or Services – Authorized Users;
- d) Annex H, General Conditions 2015A (2016-04-04), General Conditions – Goods – Authorized User - (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Standing Offer Usage Reporting;
- g) Annex C, Offeror Contact Information;
- h) Annex D, Electronic Product Offering;
- i) Annex E, Forms;
- j) Annex F, Key Terms;
- k) the Offeror's offer dated (to be completed at NMSO issuance), as clarified on (to be completed at NMSO issuance).

### 6.33 Certifications and Additional Information

#### 6.33.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its Offer and the ongoing cooperation in providing additional information are conditions of continuation of the Standing Offer. Certifications are incorporated by reference in to every Call-up and Contract.

Certifications are subject to verification by Canada during the entire period of the Standing Offer and the period of any Contract that continues beyond the expiration or cancellation of the Standing Offer. If the Offeror does not comply with any certification, fails to provide the additional information as requested, or if it is determined that any certification made by the Offeror is untrue, in any respect, each Contracting Authority has the right, at its sole discretion, to terminate any Contract for which it issued a Call-up for default and, in addition, Canada has the right, at its sole discretion, to set aside or cancel the Standing Offer.



## **6.34 Applicable Laws**

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

## **B. RESULTING CONTRACT CLAUSES**

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

### **6.35 Requirement**

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

### **6.36 Definitions; Interpretation and Standard Clauses and Conditions**

#### **6.36.1 Definitions and Interpretation**

**6.36.1.1** Definitions. In this Contract, a capitalized term shall have that meaning attributed to that term in 2015A (2016-04-04), General Conditions – Goods (Medium Complexity) – Authorized User as amended, section 01, appended hereto as Annex H or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning given to it in such document.

**6.36.1.2** Other Interpretive Provisions. In the Contract:

1. unless otherwise indicated, all references to a designated "section" or other subdivision, or to an appendix or annex, are to the designated section or other subdivision of, or appendix or annex to, the Contract;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Contract as a whole and not to any particular section or other subdivision of the Contract;
3. the headings are for convenience only and do not form a part of the Contract and are not intended to interpret, define or limit the scope, extent or intent of the Contract or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to any agreement (including the Standing Offer or Contract), or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Contract means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time;
9. all references to day or days, other than Working Days, means calendar days; and
10. all dollar amounts refer to Canadian dollars.



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## **6.37 Standard Clauses and Conditions**

### **6.37.1 General Conditions**

Annex H, 2015A (2016-04-04), General Conditions – Goods – Authorized User - (Medium Complexity) apply to and form part of the Contract.

The following sections apply to Federal Identified Users only:

- Section 27 – Contingency Fees
- Section 29 – Integrity Provisions – Contract
- Section 31 – Code of Conduct for Procurement - contract

Section 15 Payment Period, of General Conditions 2015A (2016-04-04) will not apply to payments made by credit cards at point of sale.

Section 16 Interest on Overdue Accounts, of 2015A (2016-04-04), General Conditions – Goods (Medium Complexity) will not apply to payments made by credit cards.

## **6.38 Payment**

### **6.38.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of the Authorized User or in the price of the Work specified in the Call-up resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work that would result in an Authorized User's total liability under the Call-up being exceeded before obtaining the written authorization of the Contracting Authority. Absent authorization, such work is conducted at the Contractor's sole risk and expense and shall not be charged to the Authorized User unless specifically agreed to in writing by the Contracting Authority.

"Total Estimated Cost", "Revised Estimated Cost" or "Increase (Decrease)" as set forth on page 1 of the Contract (or Contract amendment) is an amount provided for internal administrative purposes only and is the maximum total Contract Price, including Applicable Taxes, as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada.

## **6.39 SACC Manual Clauses**

C0100C (2010-01-11), Discretionary Audit – Commercial Goods and/or Services  
H1000C (2008-05-12), Single Payment

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"

H1000C (2008-05-12), Single Payment is amended as follows:

Delete: "Canada"  
Insert: "Authorized User"

### 6.39.1 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. *(to be completed at NMSO issuance)*

### 6.40 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed and delivered in accordance with the Contract and has been accepted by the Authorized User to whom the Work is delivered.

Each invoice must be supported by a certified copy of the prepaid transportation bill of lading.

2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
  - c. One (1) copy must be forwarded to the consignee.

#### 6.40.1 Consolidated Invoicing

Some Project Authorities who place a large volume of call-ups may require consolidated invoices on a monthly basis. If requested, the Contractor must provide consolidated invoicing for deliveries received during the month covered by the invoice in accordance with the payment provisions of the Contract.

For consolidated Call-ups, the Contractor can provide the following invoicing customizations:  
*(to be completed at NMSO issuance, if applicable)*

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

### 6.41 Insurance

SACC Manual clause [G1005C](#) (2016-01-28), Insurance – No Specific Requirement

### 6.42 SACC Manual Clauses

B1501C (2006-06-16), Electrical Equipment  
B7500C (2006-06-16), Excess Goods  
D0040C (2010-08-16), Shipping Charges for Large, Bulky or Heavy Items

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

Delete: the words "Canada" and "Identified User"  
Insert: "Authorized User"

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

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Delete: the words "Canada" and "Identified User"  
Insert: "Authorized User"

#### **6.43 Quantities**

Unless goods are on backorder, shipments which contain partial amounts must be rectified immediately. The Contractor must not invoice for partial shipments until the complete order has been delivered.

#### **6.44 Returns**

The Project Authority may return any good(s) received if the good(s):

- (1) is not the correct item;
- (2) do not meet the shelf life requirements as described at Part 6, Article 6.45, Shelf Life;
- (3) have been damaged;
- (4) if there is evidence that the packaging has been tampered with;
- (5) if the goods are not as described by the technical literature provided by the Contractor at RFSO closing; or
- (6) if the goods do not meet the terms and conditions of the Standing Offer.

Cost of shipping, receiving and restocking the returned goods is the responsibility of the Contractor, Authorized User will not pay the Contractor for shipping of returned goods or any restocking fees.

The Contractor must apply either a credit or refund to the Authorized User for returned items including shipping, if applicable and as agreed upon by the Project Authority. The credit or refund must be applied within ten (10) days of receiving the returned goods.

If the return was made prior to invoicing and payment and the order contained goods other than the returned goods, the Contractor must issue a new invoice to the Project Authority with the credit itemized.

#### **6.45 Shelf Life**

All materials having a shelf life must include:

- (1) date of manufacture;
- (2) manufacturer's part number;
- (3) specification number; and
- (4) expiration date of shelf life.

All goods with an expiration date must have a minimum expiry date of 12 months. If a 12 month expiry is unavailable from the manufacturer, the Contractor must notify the Project Authority at time of order and prior to shipping for acceptance.

#### **6.46 Backordered Goods**

Backordered goods are goods that are not available at time of shipment. When a backordered good has been identified, a backorder notification must be sent to the Project Authority as soon as possible.

Backorder notifications must contain the following information:

- (1) Call-Up Number;
- (2) Project Authority name and contact information;
- (3) Identification (name and product number) of items on backorder;
- (4) Date ordered;

- 
- (5) Expected Delivery Date; and
  - (6) Reason for unavailability.

Backordered goods must be delivered within eight (8) calendar days from receipt of the Call-up or at a delivery date acceptable to the Project Authority.

The Contractor must include a backorder notification with the shipment for Call-ups containing backordered goods.

If the expected delivery date is not acceptable to the Project Authority, the Project Authority may remove the backordered goods from the Call-up by amending the call-up and providing a copy of the amended Call-up to the Contractor.

The Contractor must not invoice for backordered items until after they have been delivered.

#### **6.47 Packaging**

All goods must be labeled in both official languages, English and French.

The Contractor must conform to all applicable Federal and Provincial legislation and regulations concerning packaging, labeling and movement of hazardous goods including goods which are repackaged by the Contractor.

All goods ordered in a Call-up must be wrapped and packaged together and accompanied by a copy of the packing slip for each Call-up.

Multiple Call-ups being delivered to the same address may be shipped together in one container if all goods ordered in each Call-up is wrapped and packaged together and clearly labeled to indicate the Call-up number and Project Authority.

#### **6.48 Delivery**

##### **6.48.1 Term of Contract**

For stocked items, delivery must be made within (to be completed at NMSO issuance) from receipt of a Call-up against the Standing Offer.

For non-stocked items, delivery must be made within eight (8) days from receipt of the Call-up against the Standing Offer or at a delivery date acceptable to the Project Authority.

Deliveries must be made on business days within the regular working hours for the destination.

##### **6.48.2 Delivery to Remote Areas**

In the event, the delivery point of the Call-up against the Standing Offer is 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, 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.

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## 6.49 Transportation of Dangerous Goods

The Contractor is responsible for ensuring that all carriers involved in the import or transport of the goods complies with all safety requirements and security requirements that apply under the [Transportation of Dangerous Goods Act](#), 1992 (S.C. 1992, c34) and regulations in accordance with the said Act.

The goods must be accompanied by all documents required under the regulations.

The means of containment and transport must comply with all safety standards that apply under the regulations and display all applicable safety marks in accordance with the regulations.

## 6.50 Workplace Hazardous Material Information System (WHMIS)

The Contractor must label and ship goods falling within the [Hazardous Products Act](#), R.S.C. 1985, c. H-3 and regulation(s) in accordance with the said Act and regulation(s).

When the good being sold through this Standing Offer is considered a "controlled product" according to WHMIS legislation, the Contractor must label the product or container and must provide a material data safety sheet (MSDS) to the Product Authority.

The label must clearly identify the contents of the hazardous material and the material safety data sheet must explain what those hazards are.

Any accompanying MSDS must not be older than three years old from date of delivery.

## 6.51 Shipping Instructions – Delivery at Destination

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

### 6.51.1 Order Tracing

The Contractor must provide the Project Authority with a means to trace an order from time of shipping to delivery.

### 6.51.2 Prepaid Transportation Costs

The Contractor must prepay transportation costs. Prepaid transportation costs must be shown as a separate item on the invoice. Contractors must support the charge by providing a certified copy of the prepaid transportation Bill of Lading. No minimum shipping charges are allowed through this standing offer.

### 6.51.3 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 the costs of transportation and for coordinating transportation with the Contractor. This includes determining the mode of transport, the time frames and the transportation firm. The Authorized User is responsible for choosing the most economical mode of transport that meets the requirement. If no instructions are provided in the call-up, the Contractor must confirm shipping arrangements with the Authorized User before proceeding.

The Authorized User may:

- (a) select a transportation firm themselves; or

- (b) request that the Contractor suggest a minimum of two (2) transportation firms including price quotes for the client to select and approve.

## 6.52 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list below, 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 to the extent necessary to resolve such discrepancy:

- a) the Call-up against the Standing Offer;
- b) the Articles of the Standing Offer;
- c) Annex G, General Conditions 2009 (2016-04-04), General Conditions - Standing Offers - Goods or Services – Authorized Users;
- d) Annex H, General Conditions 2015A (2016-04-04), General Conditions – Goods – Authorized User - (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Standing Offer Usage Reporting;
- g) Annex C, Offeror Contact Information;
- h) Annex D, Electronic Product Offering;
- i) Annex E, Forms;
- j) Annex F, Key Terms;
- k) the Offeror's offer dated (to be completed at NMSO issuance), as clarified on (to be completed at NMSO issuance).

Solicitation No. - N° de l'invitation  
E60PV-16LS00/B  
Client Ref. No. - N° de réf. du client  
E60PV-16LS00

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv890.E60PV-16LS00

Buyer ID - Id de l'acheteur  
pv890  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "A" - REQUIREMENT**

Canada has a requirement to establish a National Master Standing Offer (NMSO) for the supply of Laboratory Supplies as listed at Annex D, Electronic Product Offering, on an “as and when” required basis to Federal Identified Users and to Provincial/Territorial Identified Users.

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## **ANNEX "B" - STANDING OFFER USAGE REPORTING**

### **B1 Collection of Data**

The Offeror must at a minimum collect the following information for each call-up received:

- Standing Offer Number (eg., E60PV-16LS00/001);
- Call-Up Number - this is a number unique to each call-up and can be found on the call-up form, call-up numbers must not duplicate over the period of the standing offer. User names or Credit Card numbers are not an acceptable call-up number;
- Call-Up Amendment Number - for any item that was added, deleted, or changed after receipt of initial call-up, if applicable. Offeror's must obtain a Call-up Amendment Number from Project Authority, or if preferred, identify the amendment numbers by adding an incrementing number to the end of the call-up number; for example, 4532EC90-000, 4532EC90-001, where 4532EC90 is the call-up number reported.
- Method of Order (telephone, website, fax, etc)
- Offeror Order Number;
- Ordering Organization (Legal Name of Federal Government Department or Agency, or Provincial/Territorial Ministry);
- Project Authority name and contact information (email address and/or phone number);
- Date Ordered;
- Date Shipped for each item in Call-up;
- Delivery Date for each item in Call-up;
- Delivery Address;
- Shipping Documentation (transportation bills of lading, etc);
- Date Invoiced;
- Date Paid;
- Method of Payment (Acquisition Card, etc);
- Manufacturer's Part Number for each item in Call-up;
- Standing Offer Part Number for each item in Call-up;
- Item Description;
- Unit of Issue (eg., pkg, box, case);
- Quantity (# of individual units in Unit of Issue);
- Price.

### **B2 Backorder Reporting**

The Offeror must e-mail a backorder status report to [Lisa.Hennessey@tpgsc-pwgsc.gc.ca](mailto:Lisa.Hennessey@tpgsc-pwgsc.gc.ca) by the fifteenth day of each month.

The backorder report must include the following information:

- Call-up Number
- Ordering Organization
- Project Authority Name and Contact Information
- Date Ordered
- Expected Delivery Date



- 
- Reason for Unavailability
  - Backorder Status (eg., filled or not filled) and
  - Date Filled, if applicable

A sample of the Backorder Reporting Template can be found at Annex "E" – Forms.

### **B3 Quarterly Usage Reporting**

The Offeror must e-mail their completed usage report to [Lisa.Hennessey@tpsgc-pwgsc.gc.ca](mailto:Lisa.Hennessey@tpsgc-pwgsc.gc.ca) on a quarterly basis, in accordance with the Standing Offer and Resulting Contract Clauses, Part A, Article 6.11, Standing Offer Reporting.

A reporting submission template will be provided to each Offeror in Excel format. All information must be completed by the Offeror, if any information is unavailable the Offeror must provide a reason.

The Offeror must not change the template formatting or any of the calculations of the template. Any report submission which has had the formatting or calculations changed will not be accepted.

At a minimum, usage reports must include the following information

- Standing Offer Number;
- Quarter;
- Call-Up Number. Alternatively, if the Offeror prefers, they may provide the Offeror Order Number instead;
- Call-up Amendment Number for any item that was added, deleted, or changed after receipt of initial Call-up; if the Offeror has chosen to provide the Offeror's Order Number instead of a Call-up number, then the Offeror may provide an incrementing number to the end of the order number, eg., 4532EC90-000, 4532EC90-001, where 4532EC90 is the order number reported.
- Date of Order, format (DD-MMM-YYYY);
- Delivery Date, format (DD-MMM-YYYY);
- Ordering Organization (Legal Name of Federal Government Department or Agency, or Provincial Ministry), this is the legal name for the Federal Government Department or Agency, or Provincial Ministry. Providing the buyer's location or delivery address, for example, SUPPLY DEPOT will not be accepted;
- Project Authority, is the name of the person placing the Call-up;
- Project Authority e-mail address, e-mail address of the person placing the Call-up;
- Manufacturer's part number;
- Standing Offer part number;
- Item Description;
- Unit of Issue;
- Quantity of units per Unit of Issue;
- Quantity of Unit of Issues purchased;
- Total Spend per reporting period; and
- Number of Call-ups reported

A sample of the Quarterly Reporting Template can be found at Annex "E" – Forms

Solicitation No. - N° de l'invitation  
E60PV-16LS00/B  
Client Ref. No. - N° de réf. du client  
E60PV-16LS00

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv890.E60PV-16LS00

Buyer ID - Id de l'acheteur  
pv890  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "C" - OFFEROR CONTACT INFORMATION**

This page is a place holder for the Offeror Contact Information

Solicitation No. - N° de l'invitation  
E60PV-16LS00/B  
Client Ref. No. - N° de réf. du client  
E60PV-16LS00

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv890.E60PV-16LS00

Buyer ID - Id de l'acheteur  
pv890  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "D" - ELECTRONIC PRODUCT OFFERING**

This page is a place holder for the Electronic Product Offering.

Upon issuance of any resulting standing offer Annex "D" will be provided as an electronic attachment.

Solicitation No. - N° de l'invitation  
E60PV-16LS00/B  
Client Ref. No. - N° de réf. du client  
E60PV-16LS00

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv890.E60PV-16LS00

Buyer ID - Id de l'acheteur  
pv890  
CCC No./N° CCC - FMS No./N° VME

## ANNEX "E" - FORMS

### E1 Reporting Forms

Below are samples of the reporting forms. The electronic templates for these forms will be provided to the Offeror by the Standing Offer Authority at NMSO issuance.

Should PWGSC find it necessary to modify these forms, the new version will be distributed to the Offerors by the Standing Offer Authority for immediate implementation.

FORMULAIRE DE RAPPORT D'ÉTAPE SUR LES COMMANDES EN SOUFFRANCE - MATÉRIEL DE LABORATOIRE BACKORDER REPORTING FORM - LABORATORY SUPPLIES									
Numéro de l'offre Standing Offer Number	Nom de l'entreprise Company Name	mois Month							
E60PV-16LS00/XXX/PV		avril/April 2017							
LES RAPPORTS D'ÉTAPE SUR LES COMMANDES EN SOUFFRANCE SONT OBLIGATOIRES ET DOIVENT ÊTRE SOUMIS PAR VOIE ÉLECTRONIQUE DANS CE FORMAT AU PLUS TARD 15 JOUR APRÈS LA FIN DE CHAQUE MOIS					BACKORDER REPORTS ARE MANDATORY AND MUST BE SUBMITTED ELECTRONICALLY IN THIS FORMAT NO LATER THAN 15 DAYS AFTER THE END OF EACH MONTH				
Fédéral, province, territoire  Federal, Provincial, or Territorial	Nom de ministère or de l'organisme  Client Department or Agency	Nom du responsable du projet  Project Authority	l'address de courriel du responsable du projet  Project Authority e-mail address	le numéro de la commande subséquente  Call Up Number	No de pièce de l'offrant  Offeror Part No.	date de la commande subséquente  Order Date DD-MMM-YY	la date de livraison prévue  Est Delivery Date DD-MMM-YY	la date de livraison  Delivery Date DD-MMM-YY	la raison de la non-disponibilité  Reason for Backorder

FORMULAIRE DE RAPPORT NORMALISÉ POUR LES OFFRES À COMMANDES - MATÉRIEL DE LABORATOIRE STANDARD REPORTING FORM - LABORATORY SUPPLIES												
Numéro de l'offre Standing Offer Number	Nom de l'entreprise Company Name	Trimestre Quarter	Total cette trimestre Total reported this									
E60PV-16LS00/XXX/PV		1 octobre 2017 - 31 décembre 2017 1 October 2017 - 31 December 2017	\$0.00									
<b>NOTE :</b> • Tous les mouvements sur votre OCPN peuvent faire l'objet d'une vérification. • LES RAPPORTS TRIMESTRIELS SONT OBLIGATOIRES ET DOIVENT ÊTRE SOUMIS PAR VOIE ÉLECTRONIQUE DANS CE FORMAT AU PLUS TARD 15 JOURS APRÈS LA FIN DE CHAQUE TRIMESTRE • Toutes les information exigées doivent être fournis sur une base article par article.						<b>NOTE:</b> • All transactions on your NMSO are subject to audit. • QUARTERLY REPORTS ARE MANDATORY AND MUST BE SUBMITTED ELECTRONICALLY IN THIS FORMAT NO LATER THAN 15 DAYS AFTER THE END OF EACH QUARTER. • All data must be provided at the line item level.						
Fédéral, province, territoire  Federal, Provincial, or Territorial	Nom de ministère or de l'organisme  Client Department or Agency	Nom du responsable du projet  Project Authority	l'address de courriel du responsable du projet  Project Authority e-mail address	# de Facture  Invoice Number	date de la commande subséquente  Order Date DD-MMM-YY	la date de livraison  Delivery Date DD-MMM-YY	N° de pièce de l'offrant  Offeror Part No.	l'unité de distribution  Unit of Issue (UOI)	qté des unités par unité de distribution  Qty of Units per UOI	N° d'unités d'émission ordonné  Number of UOI Ordered	prix  Price (#.###.##)	article de valeur  Line Item Value (format #.###.##)

Solicitation No. - N° de l'invitation  
E60PV-16LS00/B  
Client Ref. No. - N° de réf. du client  
E60PV-16LS00

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv890.E60PV-16LS00

Buyer ID - Id de l'acheteur  
pv890  
CCC No./N° CCC - FMS No./N° VME

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This page is a place holder for the electronic form GC 942-3, Call-Up Against a Standing Offer (FPT)  
attached as GC942\_3.pdf

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## ANNEX "F" - KEY TERMS

The definitions listed below are for the purposes of this RFSO and resulting Contract and the terms may not apply to other commodities.

EPOT – Electronic Product Offering Template  
NMSO – National Master Standing Offer  
PWGSC – Public Works and Government Services Canada  
RFSO – Request for Standing Offer  
VACT – Value Added Criteria Template

**3<sup>rd</sup> Party Environmental Certification** – Third Part Environmental Ecolabeling Certification programs are those that conform to ISO 14024:1999, Environmental labels and declarations, Type I environmental labeling and are recognized by the Global Ecolabeling Network (GEN).

**Authorized User** – means a Federal Identified User and/or Provincial/Territorial Identified User as specified in the Standing Offer at Part A, paragraph 6.15 – Authorized Users authorized to make Call-ups against the Standing Offer.

**Basket of Goods** – means a list of products required by Authorized Users and representing categories applicable to this commodity.

**Consumable Product** – means products which can be depleted through use, has a shelf life of less than 2 years, or has reached the end of its useful life within two (2) years of first use.

**Controlled Goods** – the Controlled Goods Program (CGP) is a registration and compliance program that regulates access to controlled goods, including International Traffic in Arms Regulations (ITAR) items, in Canada. The CGP plays a vital role in the prevention and detection of the unlawful examination, possession or transfer of controlled goods in Canada. Under the authorities of the [Defence Production Act](#) (DPA) and the [Controlled Goods Regulations](#), the CGP's mandate is to strengthen Canada's defence trade controls through the mandatory registration and regulation of businesses and individuals who examine, possess and/or transfer controlled goods. The Schedule (Section 35) of the DPA contains the items that are considered controlled goods. Controlled Goods are not authorized through this standing offer.

**Controlled Products** – means any product which falls within any of the hazard criteria set out in Part IV of the Controlled Products Regulations (CPR) is a WHMIS "controlled product". A controlled product may be a "pure" substance, a tested mixture or an untested mixture. Unless it is exempt under Section 12 of the Hazardous Products Act (HPA), it is subject to the MSDS and labelling requirements of the HPA.

**E-Commerce Website** – means an electronic commerce internet website which allows Authorized Users to place and pay for call-up transactions. The e-Commerce Website may be located on the Offeror's servers or those of a 3rd party such as Global Healthcare Exchange (GHX).

**Emergency Requirements** – an emergency requirement occur in situations where delays in taking action would be injurious to the public interest. Emergencies are normally unavoidable and require immediate action which would preclude the solicitation of formal bids. Refer to section [3.22](#) of the Supply Manual for additional information on Emergency Requirements.

**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.

**Laboratory Supply** - means commercially available consumable products or devices intended by the manufacturer to be used, alone or in combination, for the conduct of scientific research.

Laboratory supplies can include any instrument, apparatus, implement, machine, appliance, calibrator, material or similar or related article. Examples of scientific research are:

**Agriculture, Food, Animal Health, and Plant Protection**

- Allergens analysis
- Organic and inorganic chemistry analysis
- Plant protection: bacterial, fungal, viral, viroid, and nematode, presence of disease and seeds analysis
- Qualitative and quantitative microbiological analysis
- Veterinary analysis for animal health testing

**Calibration**

- Acoustics and vibration
- Dimensional
- Electrical
- Frequency and time
- Ionizing Radiation
- Mechanical
- Photometric and radiometric
- Temperature

**Environmental**

- Inorganics – water and soil
- Microbiology – water
- Occupation Health – air filters
- Organics – water and soil
- PCB
- Carbon based fuels and lubricants
- Toxicology

**Fasteners**

- Chemical analysis
- Mechanical and physical testing and inspection
- Non-destructive inspection
- Dimensional inspection
- Metallography

**Forensic**

- Biology/DNA analysis
- Chemistry/Trace analysis
- Counterfeits
- Drug chemistry
- Equine drug testing
- Toxicology

**Mineral Analysis**

- Sediments
- Rocks
- Ores
- Metal products
- Tailings
- Water

- Vegetation

**Medical Laboratory**

- Anatomical pathology
- Biochemistry
- Cytology
- Genetics/Cytogenetics
- Hematology
- Immunology
- Maternal Serum Screening
- Microbiology
- Molecular biology
- Mycology
- Parasitology
- Transfusion medicine
- Virology

Accessories and components are not considered to be laboratory supplies. However, where an accessory is intended specifically by its manufacturer to be used together with the 'parent' device to enable the laboratory device to achieve its intended purpose, the accessory or component is included in the definition.

Excluded from this definition are laboratory chemicals and any product which is considered to be Controlled Goods.

**Manufacturer** – means the company originally manufacturing or creating the goods. These goods may then be sold to other companies for rebranding or reselling.

**Provincial/Territorial Identified User** – Means any Canadian province or territory including Municipal, Academic, Institutions, Schools and Hospitals Sector (MASH), as applicable, to whom the Minister of the Department of Public Services and Procurement 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, paragraph 6.15.2 of the Standing Offer.

**Remote Area** - A locality or community which is sparsely populated (1000 people or less) which is not road accessible throughout the year.

**Standing Offer Ranking List (SORL)** – means responsive offers for which the Offerors have agreed to the Emergency Requirements and Urgent Acquisitions provisions and whose offer has one of the five (5) highest evaluated scores will be ranked according to their score.

Offerors will be notified of their rank within the SORL at time of standing offer issuance.

**Urgent Acquisitions** – means an urgent acquisition that calls for immediate action and conveys a sense of urgency. Refer to section [3.21](#) of the Supply Manual for additional information on Managing Urgent Acquisitions.



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**ANNEX "G" - GENERAL CONDITIONS 2009 – Standing Offers – Goods or Services – Authorized Users**

- 01 Definitions
- 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 and cancellation or set aside of the Standing Offer
- 14 Code of Conduct for Procurement – Standing Offer

**2009 01 (2016-04-04) Definitions**

In the Standing Offer, unless the context otherwise requires,

“Articles of the Standing Offer”

means sections 6.1 to 6.34 of the Standing Offer, excluding all Standard Acquisition Conditions and Clauses incorporated by reference but not set out in full therein;

“Authorized User”

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

“Call-up”

means a call-up instrument issued by the Authorized User in accordance with section 6.16 of the Standing Offer;

"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;

“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;

"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;

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“General Conditions 2015A”

means General Conditions 2015A – General Conditions Goods – Authorized User – (Medium Complexity), as amended and appended hereto;

"Offer"

means an Offer submitted by the Offeror in response to the RFSO;

“Offeror”

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

“Provincial/Territorial Identified User”

means any Canadian province or territory including Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), as applicable, to whom the Minister of 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;

“RFSO”

means the Request for Standing Offers;

“Standard Acquisition Clauses and Conditions” or “SACC”

means the Standard Acquisition Clauses and Conditions set out in full text or incorporated by reference from the [Standard Acquisition Clauses and Conditions Manual](#) identified by number, date and title.

"Standing Offer"

means the Articles of the Standing Offer, the Standard Acquisition Clauses and Conditions, these general conditions, any appendix or annex appended to the Standing Offer or referred to herein, the Offer, and any other document specified or referred to as forming part of the Standing Offer;

"Standing Offer Authority"

means the individual 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;

“Working Days”

means Monday to Friday, excluding statutory holidays recognized by the Government 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.

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

1. The Offeror acknowledges that a Standing Offer is not a contract and that the issuance of a Standing Offer and identification or appointment of a Contracting Authority neither obliges nor commits Authorized Users to procure or contract for any goods or services listed in the Standing Offer at any time or in any quantities.
2. In the event the Standing Offer is cancelled or set aside, the Offeror shall fulfil only those Contracts which resulted from Call-ups issued prior to the effective date of the cancellation or set-aside, as applicable.

#### **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 an Authorized User issues a Call-up.
2. The Offeror acknowledges and agrees that:
  - a. a Call-up will form a Contract only for that Work identified in a Call-up;
  - 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. a Provincial/Territorial Identified Users' aggregate liability is limited to that which arises from Call-ups against the Standing Offer made by such Users during the period of the Standing Offer;
  - d. Canada has made the Standing Offer available for use by Provincial/Territorial Identified Users in their own right. Canada is not acting as an agent for the Provincial/Territorial Identified Users nor is Canada a third party beneficiary to any Call-ups or Contracts between the Offeror and any Provincial/Territory Identified User. The Provincial/Territorial Identified User is responsible for issuance, management and associated liabilities of any Call-up issued by it and for any resulting Contract.
  - e. 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;
  - f. the Standing Offer cannot be assigned or transferred in whole or in part;
  - g. the Standing Offer may be set aside by Canada at any time.

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

1. 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.
2. If applicable, the Authorized Users will use the form specified in the Standing Offer to order goods or services. Goods or services 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 as specified in section 07 of the Standing Offer.
3. 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**

1. Following the issuance of a Standing Offer and provision of Call-up authority under section 05, should the Offeror wish to withdraw the Standing Offer, the Offeror must provide no less than 30 days written notice to the Standing Offer Authority of such withdrawal, unless specified otherwise in the Standing Offer.
2. The 30-day notice period will start upon receipt of the notification by the Standing Offer Authority and the withdrawal will be effective at the expiry of such notice period.
3. The Offeror must fulfill any and all Call-ups which are issued by Authorized Users during the notice period.

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

The Standing Offer Authority is the only authority which may extend, amend, set-aside or cancel a Standing Offer and will do so by providing written notice thereof to the Offeror and any Authorized Users.

#### **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 liable, and in the Province of Quebec 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 cancelled by Canada.

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

The Offeror acknowledges that Canada will disclose the Offeror's Standing Offer unit prices or rates to Authorized Users and agrees that, to the extent permissible at law, it waives any right to claim against Canada, Authorized Users, or employees, agents or servants of any of them, in relation to such disclosure.

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

1. The Offeror agrees that Canada 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 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.

#### **2009 11 (2016-04-04) Integrity Provisions - Standing Offer**

The *Ineligibility and Suspension Policy* (the “**Policy**”) and all related Directives incorporated by reference into the RFSO solicitation period before its closing date are incorporated into, and form a binding part of the Standing Offer and any Contract with Canada or a Federal Identified User. The Offeror must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.htm>.

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

1. Records created by the Offeror, and under the control of Authorized Users, are subject to access to information and privacy laws, at the federal and provincial/territorial level, as applicable. The Offeror is responsible for determining its obligations under such laws and shall, to the extent possible or as required by applicable laws, assist Canada and the Authorized Users in discharging their responsibilities under such laws.
2. The Offeror acknowledges that (a) section 67.1 of the Access to Information Act, R.S.C. 1985, c.A-1, 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, is guilty of an offence and is liable to imprisonment or a fine, or both; and (b) equivalent laws exist at the provincial and territorial level, which may impose equivalent or more severe prohibitions and sanctions.

#### **2009 13 (2015-12-18) Default by the Offeror and cancellation or set aside of the Standing Offer**

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.
3. Following and set-aside, the Standing Offer Authority may thereafter cancel the Standing Offer at its discretion upon notice to the Offeror.

#### **2009 14 (2016-04-04) Code of Conduct for Procurement – Standing Offer**

The Offeror agrees to comply with the Code of Conduct for Procurement and to be bound by its terms for the period of the Standing Offer and of any resulting contracts.

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**ANNEX "H" - GENERAL CONDITIONS 2015A – GENERAL CONDITIONS – Goods - Authorized User  
- (Medium Complexity)**

- 01 Definitions
- 02 Standard Clauses and Conditions
- 03 Powers of Authorized User
- 04 Status of the Contractor
- 05 Condition of Material
- 06 Time of the Essence
- 07 Excusable Delay
- 08 Inspection and Acceptance of the Work
- 09 Warranty
- 10 Invoice Submission
- 11 Taxes
- 12 Transportation Costs
- 13 Transportation Carriers' Liability
- 14 Shipment Documentation
- 15 Payment Period
- 16 Interest on Overdue Accounts
- 17 Audit
- 18 Compliance with Applicable Laws
- 19 Ownership
- 20 Authorized User's Property
- 21 Amendment
- 22 Assignment
- 23 Default by the Contractor
- 24 Termination for Convenience
- 25 Right of Set-off
- 26 Conflict of Interest and Values and Ethics Codes for the Public Service
- 27 Contingency Fees –Federal Identified User Contracts
- 28 International Sanctions
- 29 Integrity Provisions - Federal Identified User Contracts
- 30 Entire Agreement
- 31 Code of Conduct for Procurement – Federal Identified User Contracts
- 32 Additional Provisions

**2015A 01 (2016-04-04) Definitions**

In the Contract, the following terms shall have the following meanings:

**"Applicable Taxes"**

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

**"Articles of Agreement"**

means only Section 6.35 to 6.52 of the Contract, and expressly excluding all Standard Acquisition Conditions and Clauses incorporated by reference and not set out in full therein, these general conditions, any supplemental general conditions, annexes, appendices, Statement of Work, the Offer, Standing Offer, or any other document appended to or referenced within any of the foregoing;

**"Authorized User"**

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means a Federal Identified User and/or Provincial/Territorial Identified User, who has issued a Call-up under the Standing Offer, resulting in this 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;

"Call-up"

means a Call-up issued in accordance with the Standing Offer by an Authorized User for the goods and services available thereunder;

"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, appendices, the Call-up, 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 individual designated as the Contracting Authority in the Contract, or by notice to the Contractor, as the Authorized User's representative to manage the Contract;

"Contractor"

means the person, entity or entities to whom the Standing Offer is awarded to supply the goods and services to the Authorized User in accordance with a Call-up;

"Contract Price"

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

"Cost"

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

"Federal Identified User"

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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;

"General Conditions 2009"

means general conditions 2009 (2016-04-04) Standing Offers – Goods or Services – Authorized Users, as amended;

"Offer"

means the Offer as submitted by the Contractor for the RFSO, accepted by Canada, resulting in the Standing Offer;

"Party"

means the Authorized User (or its Contracting Authority, as applicable), 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), as applicable, to whom the Minister of 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;

"RFSO"

has that meaning given to that term in the Standing Offer;

"Standard Acquisition Clauses and Conditions" or "SACC"

means the Standard Acquisition Clauses and Conditions set out in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual identified by number, date and title.

"Standing Offer"

means the Standing Offer identified as E60PV-16LS00/B, as amended from time to time;

"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.



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“Working Day”

means

- i. for Federal Identified Users, Monday to Friday, excluding statutory holidays recognized by the Government of Canada; and
- ii. for Provincial/Territorial Identified Users, Monday to Friday, excluding statutory holidays recognized in their province or territory, as applicable.

**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 Authorized User**

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

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

1. The Contractor is an independent contractor engaged by the Authorized User to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between the Authorized User and the Contractor. The Contractor must not represent itself as an agent or representative of the Authorized User to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of the Authorized User. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.
2. Canada has made the Standing Offer available for use by Provincial/Territorial Identified Users in their own right. Canada is not operating as agent for the Provincial/Territorial Identified Users nor is Canada a third party beneficiary to any Contracts between the Contractor and any Provincial/Territorial Identified User. The Provincial/Territorial Identified User is solely responsible for issuance, management and associated liabilities of any Contract entered into with the Contractor.

**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 RFSO closing date or, if there was no solicitation, the date of the Contract.

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

Time is of the essence in the performance of the Contract by the Contractor.

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

1. 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:
    - a. 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
    - b. the Cost to the Contractor that the Authorized User considers reasonable in respect of anything else delivered to and accepted by the Authorized User.
  - 6. 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 at destination or by the consignee. 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. For a period being the greater of 12 months after delivery and acceptance of the Work, or the length of the Contractor's or manufacturer's standard warranty period, the Contractor, if requested to do so, must replace, repair or correct, at its own option and expense, any defect, failure to conform with the requirements of the Contract or the manufacturer's performance specifications, as applicable.

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 return of 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 such 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 agreed to 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 under the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a. the name of the Contracting Authority;
  - b. 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);
  - c. 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;
  - d. deduction for holdback, if applicable;
  - e. the extension of the totals, if applicable; and
  - f. 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**

1. Authorized Users are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by the Authorized User 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 the Authorized User'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 occur between Offer submission and issuance of a Call-up. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before Offer 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](#), the Authorized User 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 Authorized User'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 Authorized User (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 Standing Offer/Call-up, 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 calculated 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 31st 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. This clause is applicable where payment of interests of overdue accounts is not prohibited by law in an Authorized User's jurisdiction. This clause is not applicable to payments made by Government of Canada acquisition card (credit card).
2. 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;

**"date of payment 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;

3. 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. 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;
4. 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. No interest is payable and 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.

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#### **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 and fulfill any warranty obligations 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. Following 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 in writing and executed 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 Contracting Authority 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 Contracting Authority 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 otherwise provided at law, the Authorized User may set-off any amount payable to the Authorized User by the Contractor under the Contract against any amount payable to the Contractor under the Contract or under any other current contract with the Authorized User. The Authorized User may deduct such amounts from any amounts otherwise payable to the Contractor which, by virtue of the right of set-off, may be retained by the Authorized User.

#### **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 – Federal Identified User Contracts**

For any Contract with Federal Identified Users, 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 or parts thereof, 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 (2016-04-04) Integrity Provisions –Federal Identified User Contracts**

The *Ineligibility and Suspension Policy* (the "**Policy**") and all related Directives in effect as of the RFSO solicitation period closing date are incorporated by reference into the RFSO, and form a binding part of the Contract with any Federal Identified User. The Contractor must comply with the provisions of the



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File No. - N° du dossier  
pv890.E60PV-16LS00

Buyer ID - Id de l'acheteur  
pv890  
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Policy and Directives, which can be found on Public Works and Government Services Canada's website at *Ineligibility and Suspension Policy*.

#### **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, express or implied, unless and only to the extent they are incorporated by reference in the Contract. Any certificate provided by the Contractor as a condition precedent to receiving a Standing Offer, which is identified as applying to the Contract, is incorporated by reference and applies in full to apply to this Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

#### **2015A 31 (2016-04-04) Code of Conduct for Procurement – Federal Identified User Contracts**

The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Contract.

#### **2015A 32 (2016-04-04) Additional Provisions**

1. If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be deemed to be severed from the Contract without affecting the enforceability or validity of any other part of the Contract.
2. The Contract is for the benefit of and binds the successors and permitted assigns of the Parties.

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## **APPENDIX "1" - ELECTRONIC PAYMENT INSTRUMENTS**

This appendix will not form part of any resulting standing offer.

### **1.2 Electronic Payment Instruments**

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ( ) VISA Acquisition Card;
- ( ) MasterCard Acquisition Card;
- ( ) Direct Deposit (Domestic and International);
- ( ) Electronic Data Interchange (EDI);

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## APPENDIX "2" - INSTRUCTIONS FOR COMPLETING THE ELECTRONIC TEMPLATES

This appendix will not form part of any resulting standing offer.

### 2.1 General Instructions

Offerors must complete the Electronic Product Offering Template (EPOT) provided as an electronic attachment to this requirement, in accordance with the instructions below. The EPOT submitted with the Offer will form part of the Annex "D", Electronic Product Offering in any resulting Standing Offer.

Offerors must save a copy of the completed EPOT in Excel compatible format (.xls or .xlsx) on a CD, DVD, or USB and include it with their Offer.

### 2.2 Electronic Processing of Financial Offer and Similar Product Offer

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

The following EPOT worksheets comprise the Original Products Offering:

- Original Products
- Original Products Summary

The following EPOT worksheets comprise the Similar Products Offering:

- Similar Products
- Similar Products Summary

### 2.3 Field Colour

All green coloured fields must be populated by the Offeror in compliance with the field specific instructions below. Fields that have been populated will change colour from green to white. The change of colour 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.

### 2.4 Pricing Number Format

The Offeror must:

- (a) ensure that all pricing takes the format of "####.##". Providing prices with the dollars and cents separated by a comma ",", instead of a decimal point ".", will be considered invalid data; and
- (b) ensure that the "# of units" for each packaging format only contains a number. Inserting additional text, such as '10 bags per case' or '5 racks of 96' will be considered invalid data.

Any offer submitted with invalid data will be considered non-responsive.

### 2.5 Original Products Offering Instructions

Offerors must complete the Original Products Offering worksheets provided in accordance with the instructions below.

## Section I: Original Products

This list is comprised of frequently purchased consumable products which have been purchased during the period of January 1 – December 31, 2015. All quantities are provided as an indication of historical spend and may not include all purchases made during the period. These quantities are not a guaranteed usage and there should not be any expectation by the Offeror that the Government of Canada or any Provinces or Territories will purchase the quantities provided.

Each row in the Financial Offer Template represents one Original Product. Offerors submitting an offer for an Original Product must also include all packaging sizes offered.

The following columns are included in the Original Products section:

Column A	Category
Column B	PWGSC ID
Column C	Manufacturer (MFR)
Column D	MFR Part Number
Column E	Item Description
Column F	Unit of Issue
Column G	Number of times ordered (Jan – Dec 2015)
Column H	Quantity purchased (Jan – Dec 2015)

Columns that are not self-explanatory are described below:

### Columns C and D

This includes the exact product purchased.

The part number provided includes a hyperlink to the manufacturer's website where more detailed technical information can be found for each item. These hyperlinks have been provided as a courtesy only and Canada is not responsible for broken links or missing technical data.

### Column E

The item description provided is very low level and is not intended to be minimum mandatory performance specifications.

This description includes the packaging size that was purchased during the period. Where no package size is included, the Offeror should assume that the smallest available unit of issue was purchased.

### Column F

The unit of issue provided represents the packaging size which was purchased.

## Section II: Supplier Offer and Ordering Information

This section must be completed by the Offeror.

Offerors must identify every exact product they can offer – no substitute or equivalent product may appear in this section. Substitute or similar products may only be proposed through the Similar Products Offering worksheets.

The following columns are included in the Supplier Offer and Ordering Information section:

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Column I	Firm Price Offered for Unit of Issue at Column F
Column J	Regularly Stocked Item (Y/N)
Columns K-AB	Offeror Specific Ordering information

#### Column I

The firm unit of issue price provided in this column will be used for the financial evaluation of offer.

The price offered must correspond to the unit of issue provided at Column F and must also be offered as one of the five (5) packaging options.

- (a) The Offeror must provide a firm unit of issue price for each item offered.
- (b) All prices must include all import duties and customs, excluding Applicable Taxes and delivery.
- (c) All prices must be in Canadian dollars.
- (d) Prices may have up to two decimal places.

If at any time during the evaluation or after NMSO issuance, it is discovered that the firm unit of issue price provided at Column H does not have a corresponding Unit of Issue in Columns K through AB, the Original Product will be removed from the offer.

In the event that removing Original Products from the offer for this reason results in the Offeror no longer qualifying as one of the five (5) suppliers with the highest combined rating of technical merit and price, the offer will be set aside and will be issued to the next highest ranked offer.

#### Column J

Offerors must indicate if the product is a regularly stocked item. The total number of regularly stocked Original Products and regularly stocked unique similar items is will be evaluated as part of the Value Added Criteria.

#### Columns K through AB

Offerors must provide all packaging formats available for purchase in descending order by number of units per unit of issue from left to right.

Information provided here will form part of the Annex "D", Electronic Product Offering.

### **Section III – Environmental Considerations**

Offerors must gather this information from the manufacturers. It is requested that Offerors provide this information with their offer.

If the Offeror chooses not to provide this information with the offer, they must provide it within 6 months of NMSO issuance should they be successful.

To assist Offerors, PWGSC will gather information from the manufacturers until 20 days after posting of this RFSO to GETS. At this time, PWGSC will post an amendment to the RFSO to inform you which manufacturers have responded and for which products. After this date, the Offeror is responsible to provide information for any manufacturer who hasn't responded.

The following columns are included in the Supplier Offer and Ordering Information section:

Column AC	Is the product manufactured using Recycled Content? (Y/N)
Column AD	Is the product manufactured using Hazardous Materials? (Y/N)

Column AE	Is the product reusable? (Y/N)
Column AF	Does the product have a 3 <sup>rd</sup> Party Environmental Certification?
Column AG	Comments

## 2.6 Similar Products Offering Instructions

Canada will consider any product which performs the same function or purpose as a product listed in the basket of goods as being a similar product. Similar products are products that a supplier may propose as being a suitable substitute or the buyer may accept as being a suitable substitute for the original item requested even though it may have different technical specifications. Similar products must meet the same certifications and/or grades as the Original Product.

### **Example 1**

A product listed in the basket of goods is the SynergyPak® 2 Purification Cartridge for Synergy® systems, a purification cartridge for another brand water purification system would be considered a similar product since it performs the same function as the Original Product.

### **Example 2**

A product listed in the basket of goods are the Kimberly-Clark Purple Nitrile™ Exam Gloves, size: S, length: 9 ½", 100/pk. Blue Nitrile Exam Gloves, size small with a 10" length and 120/pk would be considered a similar product as they perform the same function and a client may accept this product as a suitable alternative to the Original Product.

If the similar product proposed was as follows Blue Nitrile Exam Gloves, size small with a 6" length and 120/pk, it would not be accepted as a similar product because the length is significantly shorter than the Original Product and the client would not likely accept this product as a suitable alternative.

### **Example 3**

A product listed in the basket of goods is the Corning Pyrex® Griffin Low Form 100mL Beaker, Graduated. The description for this product, as per the manufacturer's website, states that this product meets the ASTM E-960 certification. Any product proposed that does not meet this certification cannot be considered similar.

Offerors must complete the Similar Product Offering worksheets provided in accordance with the instructions below.

## **Section I: Similar Products Offered**

This section must be completed by the Offeror.

Offerors must identify every similar product they can offer.

The following columns are included in the Supplier Offer and Ordering Information section:

Column A	PWGSC ID Number
----------	-----------------

Columns B-G    Manufacturer Product Information  
Column H-Y    Offeror Specific Ordering information

### Column A

The PWGSC ID Number for the Original Product as identified in the Original Products worksheet.

### Columns B-G

In these columns the Offeror must provide the information from the original manufacturer of the product.

The template provides room for five (5) similar products.

PWGSC and Authorized Users must be able to obtain technical information for similar products from the manufacturer. If, at any time during the evaluation or after NMSO issuance, it is determined that the information provided by the Offeror is incorrect, the Offeror will be given an opportunity to correct any errors in the original manufacturer information. Correcting these errors will not affect the Offeror's final score or ranking.

#### **Example 4**

Original Product:  
PWGSC #: P-000  
Kimtech Science Kimwipes Delicate Task Wipers, 4.4" x 8.4", 1 ply, white,  
280/container

ABC Co. supplies Offeror XYZ with a variety of products manufactured by  
123 Supplies Inc.

The Offeror selects one of the wipers manufactured by 123 Supplies and  
proposes it as a similar item.

Offeror XYZ identifies the product in their company's catalogue system as:  
MFR: ABC Co.  
MFR P/N: ABC-Wipers1  
Product Description: Handy™ Wipers, 4.6" x 8", 2-ply, natural,  
300/container

ABC Co. identifies the product in their company's catalogue system as:  
MFR: 123 Supplies Inc.  
MFR P/N: 123-Wipers1-300  
Product Description: Handy™ Wipers, 4.6" x 8", 2-ply, natural,  
300/container

The manufacturer, 123 Supplies Inc., identifies the product in their  
catalogue system as:  
MFR: 123 Supplies Inc.  
MFR P/N: 923.0W-300  
Product Description: Handy™ Wipers, 4.6" x 8", 2-ply, natural,  
300/container

The correct way for Offeror XYZ to complete columns F-H is as follows:

Solicitation No. - N° de l'invitation  
E60PV-16LS00/B  
Client Ref. No. - N° de réf. du client  
E60PV-16LS00

Amd. No. - N° de la modif.  
File No. - N° du dossier  
pv890.E60PV-16LS00

Buyer ID - Id de l'acheteur  
pv890  
CCC No./N° CCC - FMS No./N° VME

MFR: 123 Supplies Inc.  
MFR P/N: 923.0W-300  
Product Description: Handy™ Wipers, 4.6" x 8", 2-ply, natural,  
300/container

#### Column G

The Offeror must identify whether or not the similar item proposed is a regularly stocked item.

This will be used while evaluating Value Added Criteria.

#### Columns H-Y

The Offerors must provide the ordering information for each similar product proposed, including part number, packaging type, number of units per packaging type, and firm unit price.

The template includes room to insert five (5) packaging types for each similar product. If there are more than five (5) packaging types available, the Offeror may request a modified EPOT from the Standing Offer Authority. The Offeror must also attach a letter to the Offer indicating the file name of the additional EPOT and the PWGSC Number for each affected product.

To facilitate the evaluation and subsequent issuance of standing offers, when completing this template the Offeror must:

- (a) ensure that the information for the similar product offered is inserted at the topmost available row for the Original Product;
- (b) ensure that all ordering information is on the same row as the manufacturer's product information;
- (c) not skip a row between similar products when proposing multiple similar products for any Original Product; and
- (d) not insert any additional rows or columns.

Any offer which do not adhere to these instructions may be considered non-responsive and may be disqualified.

### **Section III – Environmental Considerations**

Offerors must gather this information from the manufacturers. It is requested that Offerors provide this information with their offer.

If the Offeror chooses not to provide this information with the offer, they must provide it within 6 months of NMSO issuance should they be successful.

The following columns are included in the Supplier Offer and Ordering Information section:

Column Z	Is the product manufactured using Recycled Content? (Y/N)
Column AA	Is the product manufactured using Hazardous Materials? (Y/N)
Column AB	Is the product reusable? (Y/N)
Column AC	Does the product have a 3 <sup>rd</sup> Party Environmental Certification?
Column AD	Comments



Solicitation No. - N° de l'invitation  
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pv890.E60PV-16LS00

Buyer ID - Id de l'acheteur  
pv890  
CCC No./N° CCC - FMS No./N° VME

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## 2.7 EVACT Specific Instructions

The EVACT is comprised to two sections:

- Section I which must be completed by the Offeror and is self-explanatory.
- Section II will be completed by PWGSC by extracting the data from the Offeror's EPOT after the Technical Evaluation has been completed.