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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include Requirement, the Offeror's Representation Table, the Electronic Financial Offer Template (EFOT), the Instructions for Completing the Electronic Standing Offer Usage Report, the General Conditions 2009 – Authorized Users, the General Conditions 2015A- Authorized Users, the Electronic Payment Instruments, and the Key Terms.

The Appendices include the Instructions for Completing the Financial Offer Template, and the Certification of Conformity.

1.2 Summary

1.2.1 Requirement

Canada has a requirement to establish a Regional Master Standing Offer for the supply and delivery of bond office paper to Federal Identified Users and to Provincial/Territorial Identified Users on an "as and when requested" basis for a period of one (1) year with the right to extend for one additional one (1) year period under the same terms and conditions.

Two (2) separate solicitation documents will be published on the GETS for this requirement: one (1) solicitation document E60PD-17PAPR/A aimed at the general industry and one (1) under the aboriginal set-aside program E60PD-17PAPR/B. If Offerors are eligible and choose to make an offer on both requirements they must submit two (2) separate offer packages.

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

- *Alberta*
- *Ontario (Bilingual)*
- *Prince Edward Island (Bilingual)*
- *Nova Scotia*

Only Authorized Users will be authorized to issue call-ups against this Standing Offer. A list of Authorized Users will be provided at Part 7 paragraph A7.8- Authorized Users.

1.2.2 Trade Agreements

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

1.2.3 Comprehensive Land Claims Agreements

The following applies to Federal Identified Users only:

The Request for Standing Offers (RFSO) is to establish Regional Master Standing Offers for the requirement detailed in the RFSO, to the 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 resulting standing offers. Requirements for delivery within CLCAs may be satisfied in using the Aboriginal Set- Aside Standing Offer (Solicitation B).

1.2.4 Electronic Price List

Any Standing Offer that will be issued as a result of the Request for Standing Offer may be listed by PWSGC on a web-based desk top purchasing aid provided to Authorized Users.

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.4 Debriefings

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

1.5 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.

1.6 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 Area (NCA), Eastern and the Northern Ontario regions are prescribed under the Act and are therefore designated as bilingual regions for language of work purposes. In regions prescribed as bilingual, any resulting Offeror is required to serve those prescribed regions in both official languages, such as the provision of bilingual Offeror price lists.

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

1.7 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 or all of the Deliverables (referred hereinafter as a “Request”), the Offeror will enter into negotiations with such Optional User. 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) 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 Offeror must not represent itself as an agent or representative of Canada to the Optional User.

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.

“Optional Users” are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

« MASH entities » are municipal, academic institutions, schools and hospital sectors of a province. They 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.

1.8 Electronic Purchasing Tool - Notification

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

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

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

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

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

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

The 2006 (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 03 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c. 16), the instructions, clauses and conditions identified in the RFSO, standing offer and resulting contract(s) by number, date and title may be incorporated by reference into and if so will form part of the RFSO, standing offer and resulting contract(s) as though expressly set out in the RFSO, the standing offer and the resulting contract(s).

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

Delete: 60 days

Insert: 90 days

2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

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

2.3 Enquiries - Request for Standing Offers

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

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

2.4 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

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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.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

- Section I: Technical Offer one (1) hard copy, one (1) soft copy on CD or DVD of the Offeror's Representation Table
- Section II: Financial Offer, (Annex C), one (1) hard copy Electronic Financial Offer Template (EFOT) and one (1) soft copy of the entire workbook on CD or DVD in an Excel compatible format
- Section III: Certifications, one (1) hard copy, one (1) soft copy should be included along with Section I Technical Offer

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

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

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

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

- 11) **Nova Scotia:** All localities within the province of Nova Scotia with postal codes beginning with the letter B

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

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

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

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

Section I: Technical Offer

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

- a) The Offeror is requested to complete all areas of the document where they are directed to provide information in "blanks" and "fill-ins".
- b) Offeror should provide any additional documents identified as mandatory in Part 4- Evaluation Procedures and Basis of Selection, sub- article 4.1.1 Technical Evaluation.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the provided Electronic Financial Offer Template (EFOT) and in accordance with the instructions at Appendix 1.

3.1.1 Electronic Payment of Invoices – Offer

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

If Annex "G" 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 will not be considered as an evaluation criterion.

3.1.1.1 Payment by Credit Card (mandatory)

The Offeror must accept payment by credit card. Canada requests that Offerors complete the following;

The following credit card(s) are accepted:

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VISA : _____
Master Card: _____

3.1.2 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The Offeror must submit the following with their offer:

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

Each of the elements below must be addressed:

- company history
- dealership status for the items offered;
- ability to honour manufacturer's warranty (as applicable) on items offered;
- delivery methods (ex: fleet of vehicles or third party transportation);
- inventory and warehousing infrastructure;
- order management and tracking system;
- participation in, or certifications resulting from environmental programs/initiatives, if any.

- b) The Offeror must accept payment by credit card.
- c) The Offeror must certify that they have the ability to offer bilingual service in bilingual designated regions.
- d) The Offeror must complete and submit the Electronic Financial Offer Template (EFOT) in accordance with the instructions at Appendix 1 - Instructions for Completing the Financial Offer Template.
- e) The Offeror must demonstrate conformity for each of the products proposed in their offer in accordance with the Annex A – 2.4 Proof of conformity.
- f) The Offeror must complete the Certification of conformity for each paper offered in accordance with the Appendix 2.
- g) The Offeror must complete the "Offeror's Representation Table" included in the Electronic Files Package (Annex B) in accordance with the following instructions.

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

Offerors must provide a soft copy on CD/DVD of the Offeror's Representation Table.
The Offeror's Representation Table submitted with the Offer will form part of a resulting Standing Offer.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, Canadian customs duties and excise taxes included.

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

4.1.2.2 Sustainable Pricing

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

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

Manufacturer incentive programs such as additional rebates based on sales volume or volume commitments and co-operative advertising programs are considered as subsidies.

When evaluating the prices offered, Canada may require price support for prices it deems abnormally low. An abnormally low price is defined as a price remarkably lower than the normal distribution of prices offered for an item.

Examples of price support that Canada would consider satisfactory include:

- a) a current manufacturer's published price list indicating the cost of the item to the Offeror; or
- b) documentation such as copies of recently paid manufacturer/distributor invoices *excluding any volume rebates or discounts*; or
- c) a signed contract or agreement between the Offeror and its supplier which includes pricing structures.

Once Canada requests price support for any item, it is the sole responsibility of the Offeror to submit the information (either the information described in the examples above or information that demonstrates that it will be able to recover its own costs based on the price it has proposed) that will allow Canada to determine, with confidence, that the price offered is sustainable. Where Canada determines that the price support offered does not demonstrate that the price offered is sustainable, Canada will assign a score of zero points to the Offeror for the item in question.

4.1.2.3 Evaluation Methodology

An example of the evaluation methodology described below is included in the EFOT in the *Sample Evaluation* tab.

On a region by region basis and for each of the line items of the EFOT the following methodology will be applied.

A. Ranking

1. The *open box per pack* price (at Column N) offered by each Offeror will be ranked against the prices from all Offerors. A rank of number one (1) will be assigned to the Offeror with the lowest sustainable price. The next lowest price will be ranked number two (2) and so on. In the case where two or more Offerors' prices are exactly the same, they will be assigned the same rank value and the rank for the Offeror with the next price up will skip by a value of one for each duplicate price.

B. Scoring and Weighting

1. Each Offeror's line item pricing will be scored using a formula based on rank (R) multiplied by the associated weighting factor (W). The formula is as follows:

$$\text{Score} = (11 - R) \times W$$

2. The scores in each of the five (5) classes of paper will be summed to determine an aggregate score.

4.2 Basis of Selection

Offers will be evaluated and issued on a regional basis. In the event that an Offeror is successful in more than one region, PWGSC will issue one Standing Offer document addressing the applicable regions. All Standing Offer documents will clearly indicate the regions and individual pricing that applies.

The regions for the RFSOs and resulting RMSOs are defined as Pacific, Western, Northern Ontario, Southern/South Central Ontario, Eastern Ontario/National Capital Region, Quebec, Newfoundland/Labrador, New-Brunswick/Prince Edward Island and Nova Scotia as identified in Part 2 of the RFSO.

1. To be declared responsive, an offer must:
 - a) Comply with all the requirements of Request for Standing Offers;
 - b) Meet all mandatory technical evaluation criteria; and
 - c) Obtain a score greater than 60% of the available points in each class of paper
2. Offers not meeting (a) or (b) or (c) above will be declared non-responsive.
3. On a region by region basis, only the responsive offer with the highest evaluated aggregate score will be recommended for issuance of a Standing Offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 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>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

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

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the Employment and Social Development Canada-Labour's website; (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.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

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

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

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

For additional information on security requirements, Offerors should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

A7.1 Interpretation

A7.1.1 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 E 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.

A7.2 Key Terms

A list of Key Terms is provided at Annex H- Key Terms.

A7.3 Offer

A7.3.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A" and the Electronic Price List at Annex "C" of the Standing Offer document.

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 Area (NCA), and the Eastern and 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, 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.

A7.4 Security Requirements

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

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

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

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

A7.5 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 full text in the document

A7.5.1 General Conditions

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

A7.5.2 Standing Offers Reporting

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

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

The quarterly reporting periods are defined as follows:

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

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

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

A7.5.2.1 Ad Hoc Usage Reports - Standing Offer

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

A7.6 Term of Standing Offer

A7.6.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is for a twelve (12) month period.

A7.6.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one (1) year period, under the same conditions in accordance with the pricing methodology 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 thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

A7.6.3 Pricing Adjustments

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

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

http://www.bankofcanada.ca/rates/price-indexes/cpi/?page_moved=1

A7.6.4 Discontinued Items, Product Number Changes

In the event a product is no longer available from the manufacturer or that the manufacturer has changed its product number, Offerors must, within 30 days, propose a replacement product for their Offer. Such changes must be supported by a letter from the manufacturer confirming that the product is either no longer available or provided under a new product number.

Any replacement product proposed must be equivalent in form fit and function and must meet or exceed the technical and environmental performance properties of the item being replaced.

A7.6.5 Comprehensive Land Claims Agreements (CLCAs)

For Federal Identified Users only:

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO 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. However, a set aside for aboriginal business was solicited as part of this process and Federal Identified Users should consider satisfying their requirement through the use of these Standing Offers.

A7.6.6 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified in the Call-Up against a Standing Offer.

A7.7 Authorities

A7.7.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Veronique Fulham
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Consumer Goods and Information Products Division- PD Division
Address: 11 Laurier Street, Gatineau, Quebec, K1A 0S5

Telephone: 819-420-5332

E-mail address: RapportsOACPD.SOAREportingPD@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 Contracting 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.

A7.7.2 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.

A7.7.3 Project Authority (to be completed at Standing Offer issuance)

The Project Authority for the Standing Offer is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

The Project Authority for each resulting contract will be identified in the Call-up issued by the Contracting Authority.

A7.7.4 Offeror's Representative

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

A7.8 Authorized Users

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.

Provincial/Territorial Identified Users

The following Provincial/Territorial Identified Users are the only entities authorized to make call-ups against this Standing Offer.

(to be inserted)

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 hereinafter as a "Request"), the Offeror will enter into negotiations with such Optional User. 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)** 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 Offeror must not represent itself as an agent or representative of Canada to the Optional User.

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.

"Optional Users" are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

« MASH entities » are municipal, academic institutions, schools and hospital sectors of a province. They 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.

A7.9 Call-up Procedures

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.

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:

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

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. 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.

A7.10 Call-up Procedures (Instructions for Identified Users)

1. No costs incurred before the receipt of a signed Call-up or equivalent document can be charged to this Standing Offer.
2. Only the goods identified in the Electronic Price List identified at Annex C of the Standing Offer document are authorized for Call-up. No substitutions are permitted.
3. Upon receipt of a Call-up, the Offeror must provide Users with any further price reductions in effect as a result of a special offering due to year end or surplus manufacturing runs, special job lots, sales, clearances or promotions.
4. If by error or omission the User fails to apply the correct price as listed in the Electronic Price List or applies it improperly, it will be the responsibility of the supplier to notify the User of the error prior to delivery.
5. In Large and Medium Population Centres the delivery / distribution option must be determined by the Authorized User in the call-up document. A delivery point and the distribution schedule must also be provided with the call-up, when applicable. In Remote Areas and Small Population Centres category 1 is the only available delivery/distribution option

A7.11 Limitation of Call-ups (Federal Identified Users)

Individual call-ups under \$50.00 may be subject to extra transportation charges. All extra transportation charges will be prepaid by the Standing Offer holder, shown as a separate item on the invoice and supported by a certified copy of the prepaid transportation bill.

Individual call-ups against the Standing Offer by identified users must not exceed an aggregate value of \$25,000.00 including goods, services and GST/HST, as applicable.

The Standing Offer authority may issue call-ups for requirements up to \$ 400,000.00 GST/HST included, as applicable.

For requirements valued over \$400,000.00 (GST/HST included) the Identified User must send a funded requisition (form 9200) to the closest regional office for appropriate action.

A7.12 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, including any annexes;
- b) the articles of the Standing Offer;
- c) Annex E, the General Conditions 2009 (2016-04-04), General Conditions - Standing Offers - Goods or Services – Authorized Users;
- d) Annex F, the general conditions 2015A- Authorized Users;
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Electronic Price List;
- h) The Offeror's offer (specific details will be provided at time of issuance).

A7.13 Certifications and Additional Information

A7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

A7.14 Applicable Laws

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

A7.15 Marketing Communication

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

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

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

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

A7.16 Catalogue Distribution

As a result of Canada's commitment to the "*Policy on Greening procurement*", the mass distribution of unsolicited print catalogues for this commodity is prohibited.

Offerors may, as an alternative to print catalogues, distribute an electronic version of their Standing Offer catalogue to clients that have either requested it or have voluntarily opted to receive it.

Catalogues must contain only the items authorized in the Standing Offer.

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.

B7.1 Requirement

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

B7.2 Definitions; Interpretation and Standard Clauses and Conditions

B7.2.1 Definitions and Interpretation

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 F 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.

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.

B7.3 Standard Clauses and Conditions

B7.3.1 General Conditions

2015A (2016-04-04) General Conditions – Goods – Authorized Users (Medium Complexity) apply to and form part of the 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 8 Inspection and Acceptance of the Work, of General Conditions 2015A (2016-04-04) is modified as follows:

Insert:

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

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

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

B7.4 Term of Contract

B7.4.1 Period of the Contract

The period of the Contract is from date of Contract award and will end one (1) year after.

B7.4.2 Delivery

For Large and Medium Population Centres, delivery must be made within three (3) business days from receipt of a call-up against the Standing Offer.

For Small Population Centres, delivery must be made within five (5) business days from receipt of a call-up against the Standing Offer.

The contractor must deliver within the specified time frames for all call-ups received. In the event PWGSC determines that the contractor is not delivering in a timely fashion, vendor performance corrective measures may be initiated. Delivery time frames do not apply on deliveries to Remote Areas.

B7.4.3 Delivery to Remote Areas

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;
- b) Request that the supplier suggest a minimum of two transportation firms including price quotes for the client to select and approve.

B7.4.4 Missed Deliveries

The following applies to Delivery Options 2 and 3:

- a) In the event the Contractor requires an escort to complete delivery and the Contractor is unable to contact the Project Authority within 15 minutes, delivery may be rescheduled at the discretion of the Contractor.
- b) An additional delivery charge may be applied by the Contractor to the associated delivery costs as itemized in the price list.

B7.5 Payment

B7.5.1 Basis of Payment - Large, Medium and Small Population Centres

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the contractor shall be paid firm unit prices as specified in the contract, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable excluded, DDP (Delivered Duty Paid) destination, shipping, handling and, delivery charges included.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work

B7.5.1.1 Remote Areas

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the contractor shall be paid firm unit prices as specified in the contract, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable excluded, DDP (Delivered Duty Paid) destination, shipping, handling and, delivery charges included.

Transportation charges are to be prepaid by the Contractor and shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work

B7.5.2 Single Payment

H1000C (2008-05-12) Single Payment

B7.5.3 Electronic Payment of Invoices – Call-up

Will be completed at Standing Offer issuance.

B7.6 Invoicing Instructions

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

B7.6.1 Consolidated Invoicing

If an Authorized User Department requests, the Contractor must submit consolidated invoices that cover all Call-ups that have been delivered and completed for that Identified User Department during the month prior to the date of the invoice. Otherwise, the Contractor must invoice separately for each Call-up delivered and completed. Any request from an Authorized User department for consolidated invoicing must be in writing and must be signed by an authorized representative of the Authorized User.

B7.7 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance

ANNEX A- REQUIREMENT

1. Requirement

Canada has a requirement to establish a Regional Master Standing Offer for the supply and delivery of bond office paper to Federal Identified Users and to Provincial/Territorial Identified Users on an "as and when requested" basis for a period of one (1) year with the right to extend for one additional one (1) year period under the same terms and conditions.

2. Products

2.1 Types of Paper

Recycled Paper - Paper manufactured from a proportion of Postconsumer Recovered Fiber (Paper) Including:

Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste.

Postconsumer fiber does not include fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

Agricultural Waste Fiber Paper - Paper manufactured from a proportion of agricultural residue fiber including:

Residue (straw and other by-products) resulting from the transformation of wheat, flax, barley, oats, rye, corn, as well as other grasses, cereal grain, sugar cane, and oil seed crops.

To be considered for this requirement, the fiber used for the paper must not be diverted from the food supply.

2.2 Technical Performance requirements

Paper offered must meet all the technical performance requirements below and the applicable specifications detailed at 8 -Technical Performance Table to be found compliant.

Curl: Paper shall lie flat before and after processing through a high speed copier or laser printer with either no tendency to curl or with a curl which can be overcome under reasonable working conditions.

Surface: Shall be free from lint, fuzz, wrinkles, waviness, folds, holes, tears, and other detrimental defects.

Size and trim: Paper shall be furnished in the size(s) ordered and shall be flat, trimmed square on four sides with clean smooth edges, free of loose fibers and evenly jogged. Successive sheets within any package shall not differ from each other by more than 1 mm (1/32inch). Paper shall be considered square if the variation does not exceed 1 mm (1/32inch).

Formation: Paper shall be uniform and shall not vary more than 0.011 mm (0.0004 inch) from one edge to the other.

2.2.1 Multipurpose and Agricultural Waste Fiber Paper

Performance: Shipments of any qualified product shall perform satisfactorily on laser printers and high speed equipment. There shall not be more than one paper-caused jam or one document with unacceptable image quality due to the paper per 5,000 continuous-copy run at atmospheric conditions of 21 \pm 5.5 °C and 50 \pm 20 pct relative humidity.

2.2.2 High Runnability Paper (White and Colored)

Performance: Shipments of any qualified product shall perform satisfactorily on laser printers and high speed equipment. There shall not be more than one paper-caused jam or one document with unacceptable image quality due to the paper per 50,000 continuous-copy run at atmospheric conditions of 21 \pm 5.5 °C and 50 \pm 20 pct relative humidity.

2.2.3 Card stock

Finish: Paper furnished may be coated or uncoated. However, only smooth matte or satin stock will be found responsive to this requirement

2.3 Environmental Performance Requirements

Paper (except cover stock) and manufacturers must meet or exceed the Product Specific Requirements as defined in part 6 of the Underwriters Laboratories Environment (UL-Environment) Standard for Sustainability of Paper Products (UL-2771).

Part 6 of UL-2771 (Complete text available at <http://www.ul.com>)

6 Product Specific Requirements

- 6.1 The paper product shall be manufactured from a pulp and paper making process such that the total of load points assessed for Recycled Content, Solid Waste, Global Warming Potential, Energy Use, Chemical Oxygen Demand, Sublethal Toxicity, Acidification Potential and Effluent Discharge does not exceed 8 (Load Point Determination, Section 8, contains the table for calculating Load Points, and the Method for Load Point Determination for Integrated and Non-integrated Mills, Section 9 – 18, contains the methodology for collecting data). Also, the amount of points per environmental indicator shall not exceed 3.
- 6.2 The paper product shall be manufactured such that if a whitening process is used:
 - a) The fiber shall not have been whitened with elemental chlorine; and
 - b) The effluent directly downstream of the whitening plant shall not contain a measurable concentration of 2, 3, 7, 8-TCDD or a measurable concentration of 2, 3, 7, 8-TCDF
- 6.3 The paper product shall be manufactured from agricultural or wood fibers that have been sourced from forestry or agricultural operations that have implemented a sound environmental management system and are adhering to sound environmental management practices for 100% of its activities. At minimum these practices shall contain the following elements:
 - a) Sustainable harvest rates;
 - b) The conservation of:
 - 1) Species at risk;
 - 2) Species diversity;
 - 3) Wildlife habitat;
 - 4) Soil;
 - 5) Water and aquatic ecosystems (e.g., wetlands, lake and river ecosystems); and

- 6) Key landscape and ecosystem-level ecological functions and processes, including corridors where necessary to preserve these ecological components.
 - c) No use of World Health Organization Type 1A and 1B, chlorinated hydrocarbon pesticides, pesticides that are toxic, as well as pesticides banned by international agreement;
 - d) No use of genetically modified seeds; and
 - e) No new forestry or agricultural operations on natural forest lands or peat lands (i.e., that have not been previously modified for forestry or agricultural purposes except in very limited areas and timeframes when this will lead to long-term conservation benefits);
- 6.4 The product shall come from a pulp and paper mill that has a water management plan in place which outlines the following:
- a) All water input and output quantities measured and not measured; and
 - b) All known emissions to water measured and not measured.

- 6.5 The product shall not be manufactured with bisphenol A.

Clarifications pertaining to criteria 6.3 of the UL-2771 Standard

Manufacturers can demonstrate compliance to criteria 6.3 a) to e) of the UL-2771 Standard if:

- a) They are endorsed by FSC or PEFC- forest management certifications; or
- b) They can demonstrate that they meet these criteria without necessarily being endorsed by any forest management certifications.

2.4 Proof of conformity

Proof of conformity to the above stated requirements (2.1; 2.2 and 2.3) can be provided in the form of certifications, certificates, licenses or conclusive and undersigned test results from a laboratory as applicable. Certificates must be current (less than 10 years old).

Offerors must ensure concordance between the product number offered in the EFOT and their proof of conformity documents. A template for this purpose has been provided at Appendix 2 and as an electronic attachment for this purpose.

It is the responsibility of the Offeror to demonstrate conformity for each of the products proposed in their Offer.

3. Delivery

Offerors must provide the following delivery options:

- Option 1: delivery of paper to client loading dock;
- Option 2: delivery of paper to one specified location (other than the loading dock) at the client site;
Applicable to Large, Medium and Small Population Centres only

Option 3: delivery of fixed quantities of paper (no less than 5 boxes per location) to various locations at the client site. **Applicable to Large, Medium and Small Population Centres only**

The delivery option is to be determined by the User in the call-up document. A list of delivery points, recipients and fixed quantities by delivery point must also be provided with the call-up when applicable.

The Offeror must confer with the client at the time of the call-up to determine if there are any dock, freight, and/or parking restrictions in place at the delivery location.

4. Packing Slips

A packing slip indicating the shipping date(s), order number(s), quantity (ies), unit of issue, and part number must be included with each shipment.

5. Ordered Items

- a) The Offeror must only sell goods listed in the Electronic price list (Annex C of the resulting Standing Offer).
- b) If for any reason the Offeror cannot provide the item ordered within the Delivery timeframe the supplier must contact the User and advise them of the expected delivery date. The User may, at their sole discretion, choose to wait for delivery at this date or remove the item from their order. In the event the item is removed from the order an amendment to the call-up must be issued by the User.

6. Contractor Service

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

7. Electronic Transactions via the Contractor's web site

In the event the Contractor chooses to offer Users the capability of completing transactions (Call-ups against the Standing Offer) via the Contractor's web site, the following mandatory requirements must be met.

7.1 Web site requirements

- a) The Contractor must provide Users with access to a web site or microsite (hereinafter referred to as "the Site") whose explicit purpose is to conduct electronic commerce against PWGSC Standing Offers;
- b) The Site will be available for browsing and transactions by registered users only;
- c) The Site will require a unique username and a password for each registered user;
- d) The Site content and any transactions executed on the Site will be encrypted with high grade encryption algorithm (Minimum 128 bit encryption);
- e) The site must include only items in active PWGSC Standing Offers;
- f) The site must be bilingual in the event that the Contractor is awarded a Standing offer in a Bilingual region;

g) The Site must meet Web Content Accessibility Guidelines (WCAG) 2.0.

7.2 User Registration Requirements

a) To register, a user must provide the following:

Full Name and Title;
Department or agency name as listed in the Financial Administration Act (Federal Users only);
Billing address;
E-mail address;
Phone number (10 digits)

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

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

7.3 Transaction Requirements

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

- a) the user must confirm the content of their order, and that billing and shipping information is correct. In the event any information is incorrect, the user will be required to update / correct this information;
- b) the user must confirm that the transaction is being done in accordance with the Standing Offer terms and conditions. The Standing Offer number(s) must appear in the confirmation statement;
- c) the user must confirm that they have or have obtained the appropriate authorities to execute the transaction; and
- d) A detailed order confirmation must be sent by e-mail to the registered user.

7.4 Grace Period

The Contractor will be granted grace period of 90 days from time of issuance of a Standing Offer to allow the Site to be put in place. After the expiry of the grace period, electronic transactions via the Site must comply with articles 7.1 to 7.3 above.

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

8. Technical Performance Tables

Property / Propriété	Method / Méthode	Unit s	Tolerance/ Tolérance	Multipurpose White / Papier blanc à usages multiples (30%)	Multipurpos e White / Papier blanc à usages multiples (100%)	Multipurpose Colored / Papier- couleur à usage multiples (30%)
Recycled content/ Contenu Recyclé	PCW	%	min.	30%	100%	30%
Grammage	TAPPI T410	G/m2	±1%	75	75	75
Thickness / épaisseur □	TAPPI T411	µm	±5%	104	104	104
Opacity / opacité □	TAPPI T425	%	min.	>88	>88	>88
Brightness/ luminosité □	TAPPI T452	%	±5%	>92	>92	N/A
Stiffness/ Rigidité (CD) □	TAPPI T489	Taber units	min.	0.9	0.9	0.9
Stiffness Rigidité (MD) □	TAPPI T489	Taber Units	min.	1.9	1.9	1.9
Smoothness /Roughness/ Lissé Rugosité	TAPPI T538	mL/ minute (Sheffield)	max.	180	180	180
Absolute Moisture/ Humidité absolue □	TAPPI T412	%	±0.5%	4.5	4.5	4.5

Property / Propriété	Method / Méthode	Units	Tolerance	High Runnability White / Papier blanc à comportement machine supérieur (30%)
Recycled content/ Contenu Recyclé	PCW	%	min.	30
Grammage □	TAPPI T410	G/m2	±1%	75-105
Thickness / caliper Epaisseur	TAPPI T411	µm	±5%	100-120
Opacity/ Opacité	TAPPI T425	%	min.	>88
Brightness / Luminosité	TAPPI T452	%	±5%	92
Stiffness (CD) / Rigidité	TAPPI T489	Taber units	min.	1.2
Stiffness MD)/Rigidité □	TAPPI T489	Taber Units	min.	2.2
Smoothness / Roughness Lissé/ Rugosité □	TAPPI T538	mL/mi nute (Sheffi eld)	max.	160
Absolute Moisture/ Humidité absolu	TAPPI T412	%	±0.5%	4.5

Property / Propriété	Method	Units	Tolerance	Card Stock (65 LB)	Card Stock (80 LB)
Recycled content/ Contenu recyclé	PCW	%	min.	10	10
Grammage	TAPPI T410	G/m2	±5%	175	215
Thickness / épaisseur	TAPPI T411	µm	±5%	225	275
Smoothness / Roughness/ Lissé Rugosité	TAPPI T538	mL/minute (Sheffield)	Range	130-250	130-250
Absolute Moisture/ Humidité absolu	TAPPI T412	%	±0.5%	5	5

Property / Propriété	Method Méthode	Units	Tolerance	Agricultural Fiber White/ Fibres agricoles blanc
Agricultural Waste Fiber Content / Contenu fibres de déchets agricoles	NA	%	min.	60
Grammage	TAPPI T410	G/m2	±1%	75
Thickness/ épaisseur	TAPPI T411	µm	±5%	104
Opacity opacité	TAPPI T425	%	min.	>88
Brightness / luminosité	TAPPI T452	%	±5%	92
Stiffness (CD) Rigidité	TAPPI T489	Taber units	min.	0.9
Stiffness (MD) Rigidité	TAPPI T489	Taber Units	min.	1.9
Smoothness/ Roughness lissé/rugosité	TAPPI T538	mL/minute (Sheffield)	max.	180
Absolute Moisture/ Humidité absolu	TAPPI T412	%	±0.5%	4.5

Solicitation No. - N° de l'invitation

E60PD-17PAPR/A

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

E60PD-17PAPR

Amd. No. - N° de la modif.

File No. - N° du dossier

PD150.E60PD-17PAPR

Buyer ID - Id de l'acheteur

PD150

CCC No./N° CCC - FMS No./N° VME

ANNEX B- Offeror's Representation Table

(provided as an electronic attachment)

Offeror must complete for every region quoted the "Offeror Representative Table"

Solicitation No. - N° de l'invitation

E60PD-17PAPR/A

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

E60PD-17PAPR

Amd. No. - N° de la modif.

File No. - N° du dossier

PD150.E60PD-17PAPR

Buyer ID - Id de l'acheteur

PD150

CCC No./N° CCC - FMS No./N° VME

ANNEX C - Electronic Financial Offer Template (EFOT)

(provided as an electronic attachment)

ANNEX D- Instructions for Completing the Electronic Standing Offer Usage Report

1. General Instructions

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

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

2. Electronic processing of Standing Offer Usage Report

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

3. Itemized reporting

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

4. Field descriptions and input instructions

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

Part I: Report Header

a) Standing Offer Number

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

b) Company Name

The Offeror must enter their legal company name.

c) Period

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

d) Total Reported this Quarter

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

e) Total reported to Date

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

Part II: Report Body

a) **Sold to**

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

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

b) **Invoice number**

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

c) **Account Number**

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

d) **Qty**

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

e) **UPC Code**

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

f) **Manufacturer's Model Number**

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

g) **Offeror Part Number**

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

h) **Unit of Sale**

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

i) **Brand**

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

j) Description

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

k) Postal Code

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

l) Date of Invoice

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

m) Unit Price

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

n) Extended Price

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

o) P/T or MASH Entity

This field, if applicable, must contain the full legal name of the P/T or MASH entity the item was sold to as a result of a call-up against the Standing Offer.

ANNEX E- General Conditions 2009 – Standing Offers – Goods or Services – Authorized Users

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

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

2009 01 (2016-04-04) Interpretation

In the Standing Offer, unless the context otherwise requires,

"Authorized User"

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

"Call-up"

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

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

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

"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;

"Offeror"

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

"Provincial/Territorial Identified User"

means any Canadian province or territory including Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), 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;

"Standing Offer"

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

"Standing Offer Authority"

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

2009 02 (2015-12-18) General

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

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

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

2009 04 (2015-12-18) Offer

- 1) The Offeror offers to provide and deliver to Authorized Users the goods, services or both described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User may request such goods, services or both, in accordance with the conditions listed at subsection 2 below.
- 2) The Offeror understands and agrees that:
 - a) a call-up against the Standing Offer will form a contract only for those goods, services, or both, which have been called-up, provided that such Call-up is made in accordance with the provisions of the Standing Offer;
 - b) Canada's liability is limited to that which arises from call-ups against the Standing Offer made by Federal Identified Users only within the period specified in the Standing Offer;
 - c) Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada. By issuing a call-up against the Standing Offer, the Provincial/Territorial Identified User accepts all responsibilities and liabilities associated with the issuance and management of the call-up;
 - d) Canada may require that the purchase of goods, services or both listed in the Standing Offer be made using an electronic purchasing tool. Canada will provide the Offeror at least three months' notice before imposing such a requirement;
 - e) the Standing Offer cannot be assigned or transferred in whole or in part;
 - f) the Standing Offer may be set aside by Canada at any time.

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

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

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

2009 06 (2015-12-18) Withdrawal

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

2009 07 (2015-12-18) Revision

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

2009 08 (2015-12-18) Joint Venture

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

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

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

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

- 1) The Offeror agrees that Canada 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 Request for Standing Offers on its closing date are incorporated into, and form a binding part of the Standing Offer and any resulting contracts. 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

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

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

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

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

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.

ANNEX F – 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"

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"

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.

"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 may be incorporated by reference and if so will 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.

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 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.

Solicitation No. - N° de l'invitation

E60PD-17PAPR/A

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

E60PD-17PAPR

Amd. No. - N° de la modif.

File No. - N° du dossier
PD150.E60PD-17PAPR

Buyer ID - Id de l'acheteur

PD150

CCC No./N° CCC - FMS No./N° VME

ANNEX G to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

In addition to payment by credit card, the Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

() Direct Deposit (Domestic and International);

() Wire Transfer (International Only)

ANNEX H- KEY TERMS

PWGSC	Public Works and Government Services Canada (aka PSPC)
RFSO	Request for Standing Offer
RMSO	Regional Master Standing Offer
SOH	Standing Offer Holder
NCA	National Capital Area
EFOT	Electronic Financial Offer Template (Price List)
PEFC	Program for the Endorsement of Forest Certification
SFI	Sustainable Forestry Initiative
FSC	Forest Stewardship Council
PSPC	Public Services and Procurement Canada (aka PWGSC)

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

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

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

Small population Centre: a moderately populated geographical area constituting a city, town or municipality and its surrounding areas with 1,000 to 30,000 residents which is road accessible throughout the year.

Remote Area: a small locality or community that is secluded and may not be road accessible throughout the year.

For the purpose of this requirement Vancouver Island, British Columbia and the Island of Newfoundland are considered to be road accessible (via major ferry service) throughout the year.

Consumer Price Index (CPI): Statistics Canada's indicator of changes in consumer prices experienced by Canadians. The CPI is widely used as an indicator of the change in the general level of consumer prices or the rate of inflation. For the purpose of any calculation under this standing offer, the percentage change over one year, Core CPI as posted at the Bank of Canada website will be used:
http://www.bankofcanada.ca/rates/price-indexes/cpi/?page_moved=1

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

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

Optional Users are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

MASH entities are municipal, academic institutions, schools and hospital sectors of a province. They 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.

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.

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.

APPENDIX 1- Instructions for Completing the Financial Offer Template

1. General Instructions

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

Each row in the Financial Offer Template represents one item. Offerors should complete the tab(s) of the EFOT corresponding to the region(s) for which they are submitting an Offer.

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

Offerors must print a copy of all tabs of the EFOT in which they have entered values and are and include it with their Offer. Print Formatting, Header and Footer information for printing purposes is included in the EFOT; Offerors must not change this information.

2. Electronic Processing of Financial Offer Template

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

3. Field Color

All light blue colored fields must be populated by the Offeror in compliance with the instructions below.

Fields that have been populated will change in color from light blue to light yellow. The change of color does not indicate that the data entered is accepted 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.

4. Field Descriptions and Input Instructions

Fields in the Electronic Financial Offer Template are identified by column heading. The purpose of each field is described and the instructions for completing the field are provided.

a) Item Number

Purpose: This field represents a number assigned to the line item in the list for the purpose of this solicitation. Any amendments or questions pertaining to the line items or products requested will be addressed by this item number during the solicitation period.

Input instructions: This field is populated by PWGSC and no data entry on behalf of the Offeror is required.

b) Type

Purpose: This field represents the type of paper represented by this line item.

Input instructions: This field is populated by PWGSC and no data entry on behalf of the Offeror is required.

c) Fibre

Purpose: This field indicates the fibre type and recycled fibre content (where applicable) of the represented by this line item.

Input instructions: This field is populated by PWGSC and no data entry on behalf of the Offeror is required.

d) Grammage

Purpose: This field indicates the basis weight and grammage of the paper represented by this line item. These are expressed in pounds per standard basis ream (lbs.) and in grams per square meter (g/m².)

Input instructions: This field is populated by PWGSC and no data entry on behalf of the Offeror is required.

e) Format

Purpose: This field indicates the North American Standard size of the paper represented by this line item.

Input instructions: This field is populated by PWGSC and no data entry on behalf of the Offeror is required.

f) Color

Purpose: This field indicates the whether the paper represented by this line item is white or colour.

Input instructions: This field is populated by PWGSC and no data entry on behalf of the Offeror is required.

g) Sheets per PK

Purpose: This field indicates the number of sheets per package of the paper represented by this line item.

Input instructions: This field is populated by PWGSC and no data entry on behalf of the Offeror is required.

h) Weighting factor

Purpose: This field indicates the weighting factor applicable to this line item.

Input instructions: This field is populated by PWGSC and no data entry on behalf of the Offeror is required.

i) Packs per box

Purpose: This field indicates the number of packages per box of the paper represented by this line item.

Input instructions: This field is populated by PWGSC and no data entry on behalf of the Offeror is required.

j) Manufacturer

Purpose: While the brand and manufacturer of a product may, in some instances, be marketed under the same name, this is not always the case. This field represents the name of the manufacturer (DOMTAR, CASCADES, BOISE, etc.) of the item offered.

Input instructions: Offerors must populate this field by indicating the name of the manufacturer of the paper offered for this line item.

k) Brand

Purpose: While the brand and manufacturer of a product may in some instances be marketed under the same name, this is not always the case. This field represents the name of the brand for the item offered (EarthChoice, Polaris, Enviro100, etc.)

Input Instructions: Offerors must populate this field by indicating the brand of the paper offered for this line item.

l) Manufacturers Part Number

Purpose: This field represents the manufacturer's alphanumeric or numeric ordering code of the paper offered for this line item.

Input Instructions: Offerors must populate this field by indicating the manufacturer's part number of the paper offered for this line item.

m) Offeror unique SKU

Purpose: This field represents the Offeror's unique Stock Keeping Unit (SKU) for one (1) unit of issue of the paper offered for this line item.

Input instructions: Offerors must populate this field by indicating the unique SKU of the paper offered for this line item. Note: Each line item must have a unique SKU

n) Price per pack (open box)

Purpose: This field represents the price for one package of the paper offered for this line item.

Input instructions: The Offeror must enter a numerical value which represents its firm price for one package of the paper offered for this line item in dollars and cents separated by a period (23.12) without any spaces, dashes or special characters. All values submitted will be rounded to 2 decimals.

o) Price per pack (1 to 39 boxes)

Purpose: This field represents the price for one pack of the paper offered for this line item when Users place an order between 1 and 39 boxes of paper.

Input instructions: The Offeror must enter a numerical value which represents its firm price for one box of the paper offered for this line item in dollars and cents separated by a period (23.12) without any spaces, dashes or special characters. The amount represented in this field must be lower than the amount for the same line item in Column N. All values submitted will be rounded to 2 decimals.

p) Price per pack (40 to 79 boxes)

Purpose: This field represents the price for one pack of the paper offered for this line item when Users place an order between 40 and 79 boxes of paper.

Input instructions: The Offeror must enter a numerical value which represents its firm price for one box of the paper offered for this line item in dollars and cents separated by a period (23.12) without any spaces, dashes or special characters. The amount represented in this field must be lower than the amount for the same line item in Column O. All values submitted will be rounded to 2 decimals.

q) Price per pack (80 boxes and up)

Purpose: This field represents the price for one pack of the paper offered for this line item when Users place an order of 80 boxes of paper or more.

Input instructions: The Offeror must enter a numerical value which represents its firm price for one package of the paper offered for this line item in dollars and cents separated by a period (23.12) without any spaces, dashes or special characters. . The amount represented in this field must be lower than the amount for the same line item in Column P. All values submitted will be rounded to 2 decimals.

APPENDIX 2- Certification of conformity

Manufactuer /Manufacturier	
Mill / Moulin	
Brand / Marque	
Product Code / Code Produit	
Applicable EFOT Line items / Articles de TEOF applicables	
Meets UL-2771 (Technical) / Rencontre UL-2771 (Technique)	
UL-2771 Load points / Points de charge UL-2771	

Property / Propriété Method / Méthode		Units / Unités	Paper offered Papier Offert
PCW Recycled or Agri Waste content		%	
Grammage	TAPPI T410	G/m2	
Thickness / Épaisseur	TAPPI T411	µm	
Opacity / Opacité	TAPPI T425	%	
Brightness / Luminosité	TAPPI T452	%	
Stiffness/ Rigidité (CD)	TAPPI T489	Taber	
Stiffness / Rigidité (MD)	TAPPI T489	Taber	
Smoothness / Lissé	TAPPI T538	mL/minute (Sheffield)	
Absolute Moisture / Humidité Absolue	TAPPI T412	%	

I hereby certify that the paper identified above meets the performance specifications detailed on this certificate and that any change in specification will be reported to the Standing Offer Authority in a timely fashion.

Mill Representative

Date

Offeror Representative

Date

This certificate alone does not constitute evidence of conformity. Additional documents may be required by PWGSC to demonstrate conformity.