

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

Bid Receiving - PWGSC / Réception des soumissions - TPSGC

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

Request For a Standing Offer Demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Scientific, Medical and Photographic Division / Division
de l'équipement scientifique, des produits photographiques
et pharmaceutiques
11 Laurier St./ 11 rue, Laurier
6A2, Place du Portage
Gatineau, Québec K1A 0S5

Title - Sujet Chemical Supplies	
Solicitation No. - N° de l'invitation E60PV-17CS00/B	Date 2018-03-29
Client Reference No. - N° de référence du client E60PV-17CS00	GETS Ref. No. - N° de réf. de SEAG PW-\$\$PV-958-74674
File No. - N° de dossier pv958.E60PV-17CS00	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-05-01	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Beaulne, Sylvianne	Buyer Id - Id de l'acheteur pv958
Telephone No. - N° de téléphone (819)420-6306 ()	FAX No. - N° de FAX (819)956-3814
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

This bid solicitation cancels and supersedes previous bid solicitation number E60PV-17CS00/A dated December 29, 2017 with a closing of March 12, 2018 at 2:00 pm Eastern Daylight Time. A debriefing or feedback session will be provided upon request to offerors who bid on the previous solicitation.

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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 includes the Requirement, the Product Offering Instructions, the General Conditions 2009, the General Conditions 2015A, the Electronic Payment Instruments, the Company Profile Template, the Offeror Contact Information Template and the Attachments.

1.2 Summary

- 1.2.1** Canada has a requirement to establish a National Master Standing Offer (NMSO) for the supply of Chemical Products for Federal Identified Users and Provincial/Territorial Identified Users on an as and when required basis.

A chemical is any substance consisting of matter. This includes any liquid, solid, or gas. A chemical is any pure substance (an element) or any mixture (a solution, compound, or gas). Chemicals occur naturally and can be made artificially.

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

- Ontario
- New-Brunswick
- Prince-Edward Island

- North West Territories

Only the Authorized Users will be authorized to issue call-ups against this NMSO.

The period for the Standing Offer will be two (2) years with the option to extend for up to two (2) additional one (1) year periods under the same terms and conditions of the Standing Offer.

Two (2) streams are included in this request for Standing Offer. Stream A for Basic Chemicals and Stream B for Chemical Kits and Mixtures. Offerors are invited to submit an offer for any or all Streams. A combined score of both streams will be used to determine the ten (10) responsive offers with the highest evaluated score.

A basket of chemical products required are provided in the Electronic Product Offering Template (MOPE – EPOT - B) attachment and the instructions to complete the MOPE – EPOT - B are under Annex “B” – Product Offering Instructions.

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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), 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 National 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.

1.2.4 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

1.3 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.

1.4 Electronic Purchasing Tool – Notification

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

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

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Canada agrees to provide the Offeror with no less than a three (3) month notice to allow for the migration to any electronic procurement solution. Any notice will, at a minimum, include the following:

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

1.5 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.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

Delete: 60 days
Insert: 180 days

2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated below:

Offers must be submitted by 2:00 pm Eastern Daylight Time on MAI 1ST, 2018 to:

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

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

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 15 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

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

Section I: Technical Offer (1 hard copy, and 1 soft copy on USB Key)

Section II: Financial Offer (1 soft copy on USB Key)

Section III: Certifications (1 hard copy)

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

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

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

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

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

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex "B" – Product Offering Instructions. The total amount of Applicable Taxes must be shown separately.

3.1.1 Exchange Rate Fluctuation Risk Mitigation

1. The Offeror may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Offeror claims for an exchange rate adjustment, this request must be clearly indicated in the offer at time of bidding. The Offeror must submit the claim for Exchange Rate Adjustments included in the MOPE – EPOT - B worksheet with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.

2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Offeror and which are to be included in the adjustment amount.
3. The firm prices paid by Authorized Users will be adjusted on the first day of each option period and will be based on the FCC and exchange rate fluctuation provision in the standing offer. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 5% (increase or decrease).
4. At time of bidding, the Offeror must complete columns R and S for the Basic Chemicals, columns Q and R for the Specific Kits and Mixtures and columns R and S for the Similar Kits and Mixtures in the MOPE – EPOT - B worksheet, for each line item where they want to invoke the exchange rate fluctuation provision. The dollar values for each packaging option provided in column R (for Basic and Similar products) or in column Q (for Specific products) must be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Offeror will not be accepted for the purposes of this exchange rate fluctuation provision.

3.1.2 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.

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3.1.3 Electronic Payment of Invoices - Offer

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

If Annex "E", 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.

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 Phased Bid Compliance Process (PBCP)

4.1.1.1 General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Offerors are and will remain solely responsible for the accuracy, consistency and completeness of their Offers and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Offers or in responses by a Offeror to any communication from Canada.

THE OFFEROR ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE OFFER IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE OFFER HAD BEEN FOUND RESPONSIVE

IN SUCH EARLIER PHASE. CANADA MAY DEEM A OFFER TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE OFFEROR ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS OFFER RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS OFFER NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Offeror and consider as part of the Offer, any information to correct errors or deficiencies in the Offer that are clerical or administrative, such as, without limitation, failure to sign the Offer or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Offeror has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the offer solicitation closing in circumstances where the offer solicitation expressly provides for this right. The Offeror will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Offer being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2006 (2017-04-27) Standard Instructions – Request for Standing Offers - Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after offer solicitation closing in circumstances where the offer solicitation expressly provides for this right, or in the circumstances described in subsection (c).

- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Offeror must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Offeror at any address provided by the Offeror in or pursuant to the Offer is deemed received by the Offeror on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 Phase I: Financial Offer

- (a) After the closing date and time of this offer solicitation, Canada will examine the Offer to determine whether it includes a Financial Offer and whether any Financial Offer includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the offer solicitation to be included in the Financial Offer is missing from the Financial Offer. This review will not assess whether the Financial Offer meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Offer or that the Financial Offer is missing all of the information required by the offer solicitation to be included in the Financial Offer, then the Offer will be considered non-responsive and will be given no further consideration.
- (d) For Offers other than those described in c), Canada will send a written notice to the Offeror ("Notice") identifying where the Financial Offer is missing information. A Offeror, whose Financial Offer has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Offerors shall not be entitled to submit any additional information in respect of their Financial Offer.
- (e) The Offerors who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Offeror will be entitled to remedy only that part of its Financial Offer which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Offer, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Offer, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Offeror and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

- (g) Any other changes to the Financial Offer submitted by the Offeror will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Offeror's Offer. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Offer as is permitted above, and will be used for the remainder of the offer evaluation process.
- (h) Canada will determine whether the Financial Offer is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Offeror in accordance with this Section. If the Financial Offer is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.
- (i) Only Offers found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 Phase II: Technical Offer

- (a) Canada's review at Phase II will be limited to a review of the Technical Offer to identify any instances where the Offeror has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Offer meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Offeror (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Offer has failed to meet. A Offeror whose Offer has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Offer has been found responsive to the requirements reviewed at Phase II. Such Offeror shall not be entitled to submit any response to the CAR.
- (c) A Offeror shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Offeror's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Offeror which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Offer, the Offeror shall identify such additional changes, provided that its response must not include any change to the Financial Offer.

- (e) The Offeror's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original offer, the wording of the proposed change to that section, and the wording and location in the Offer of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Offeror must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Offeror's offer, and failure of the Offeror to do so in accordance with this subparagraph is at the Offeror's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Offer submitted by the Offeror other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Offer as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Offer, but will be considered by Canada in the evaluation of the Offer at Phase II only for the purpose of determining whether the Offer meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Offer would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Offeror in response to the CAR. If so, the Offer will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Offeror shall bind the Offeror as part of its Offer, but the Offeror's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Offer.
- (h) Canada will determine whether the Offer is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Offeror in accordance with this Section. If the Offer is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.
- (i) Only Offers found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 Phase III: Final Evaluation of the Offer

- (a) In Phase III, Canada will complete the evaluation of all Offers found responsive to the requirements reviewed at Phase II. Offers will be assessed in accordance with the entire requirement of the offer solicitation including the technical and financial evaluation criteria.
- (b) A Offer is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.2 Mandatory Technical Criteria

The Phased Bid Compliance Process will apply all mandatory technical criteria.

The following items will be assessed:

- (a) the mandatory technical criteria below are met;
- (b) the Offeror agrees to all terms and conditions without making exceptions;
- (c) unit pricing from additional packaging must be less or equal than the unit pricing of the requested packaging;
- (d) that additional packaging and size/volume are the same product as the Specific Product(s);
- (e) all proposed goods identified as being original items are the exact item and not a similar item;
- (f) all required information is included;

M1 Company Profile

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

Please refer to Annex "F" – Company Profile Template for each of the elements that must be completed.

M2 Manufacturer Authorization

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

M3 Offeror Contact Information

The Offeror must complete the Offeror Contact Information Template included in Annex "G".

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

M4 Product Offering – Firm Prices

The Offeror must complete the spreadsheets contained in the file named "Electronic Product Offering Template (MOPE – EPOT - B).xlsx" and instructions to complete the MOPE – EPOT - B can be found under Annex "B" – Product Offering Instructions. Only line items that have information submitted will be eligible for the Phase Bid Compliance Process. Line items with no information submitted will be excluded from the Phased Bid Compliance Process.

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

The Offeror must submit firm prices that will apply for the entire period of the Standing Offer including any option periods. An exchange rate adjustment will apply for the products eligible on the first day of each option period, if exercise. All prices must be in Canadian dollars, customs duties, excise taxes included, delivery and applicable taxes excluded.

In addition to all the information required in the Electronic Product Offering Template:

- (a) unit pricing from additional packaging must be less or equal than the unit pricing of the requested packaging;
- (b) additional packaging and size/volume are the same product as the Specific Product(s);

(c) all proposed goods identified as being original items are the exact item and not a similar item;

4.3 Point Rated Technical-Financial Evaluation

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

R.1 Stream A – Basic Chemicals Products (maximum of 5 points per item)

The information submitted under M.4 Product Offering – Firm Prices will be evaluated under this rated Technical-Financial Evaluation.

Canada has identified the packaging format for each Basic Chemicals used to develop the basket of goods. The firm unit price offered for this packaging format will be ranked where the lowest price will rank the highest (#1). This rank will also correspond to the points attributed for an offer on each Basic Chemical.

Only the three (3) highest ranked offers per item will receive points. All other offers for that item will receive 0 points and will not have the possibility to be part of the final basket of goods. Only the additional packaging format associated with the three (3) highest ranked offer per item will be included in the basket.

A maximum of five (5) points per item will be awarded to the lowest offer. The points awarded to other Offerors will be calculated using the lowest price for that item divided by the offered price multiplied by five (5) points.

In the event that multiple Offerors submitted the same price for an item, they will be awarded the same number of points and will be ranked the same.

All points received for each item will be added together to arrive to the total score for R.1 Stream A – Basic Chemicals.

If the Offeror inserts an abnormally low price for any packaging size, the offer must be accompanied by a 'Pricing Sustainability' letter confirming that the Offeror is offering the product for the price submitted and they will be able to sustain this price for the duration of the standing offer including option periods.

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

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

Offerors should refer to Annex "B" – Product Offering Instructions, for more information related to completing the electronic templates.

R.2 Stream B – Chemical Kits and Mixtures – Specific Products (maximum of 5 points per item)

The information submitted under M.4 Product Offering – Firm Prices will be evaluated under this rated Technical-Financial Evaluation.

Canada has identified the packaging format for each Chemical Kits and Mixtures used to develop the basket of goods. The firm unit price offered for this packaging format will be ranked where the lowest price will rank the highest (#1). This rank will also correspond to the points attributed for an offer for each product.

Only the three (3) highest ranked offers per item will receive points. All other offers for that item will receive 0 points and will not have the possibility to be part of the final basket of goods. Only the additional packaging format associated with the three (3) highest ranked offer per item will be included in the basket.

A maximum of five (5) points per item will be awarded to the lowest offeror. The points awarded to other offerors will be calculated using the lowest price for that item divided by the offered price multiplied by five (5) points.

In the event that multiple Offerors submitted the same price for an item, they will be awarded the same number of points and will be ranked the same.

All points received for each item will be added together to arrive to the total score for R.2 Stream B - Specific Chemical Kits and Mixtures.

If the Offeror inserts an abnormally low price for any packaging size, the offer must be accompanied by a 'Pricing Sustainability' letter confirming that the Offeror is offering the product for the price submitted and they will be able to sustain this price for the duration of the standing offer including option periods.

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

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

Offerors should refer to Annex "B" – Product Offering, for more information related to completing the electronic templates.

R.3 Stream B –Chemical Kits and Mixes - Similar Products Offering (Maximum 300 points)

The information submitted under M.4 Product Offering – Firm Prices will be evaluated under this rated Technical-Financial Evaluation.

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

Each similar product offered must have a minimum of one packaging format, for example, per unit (each), box of 10, or case of 20.

To evaluate the similar product, the number of similar products offered will be counted from the Offeror's Similar Products Offering. Manufacturer part numbers offered multiple times will only be counted once.

The Offerors will be ranked based on the number of similar counted. The highest ranked receiving maximum allotted points. All other offers will be attributed points corresponding to their rank. Only Offerors that will be awarded a Standing Offer will have their similar products be part of the final basket of goods.

The points received will be the total points for R.3 Stream B –Chemical Kits and Mixes - Similar Products Offering.

If the Offeror inserts an abnormally low price for any packaging size, the offer must be accompanied by a 'Pricing Sustainability' letter confirming that the Offeror is offering the product for the price submitted and they will be able to sustain this price for the duration of the standing offer including option periods.

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

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

Offerors should refer to Annex "B" – Product Offering, for more information related to completing the electronic templates.

R.4 Value Added Criteria (Maximum 275 points)

Canada has selected three (3) criterion which are known to add value to our clients. Each criteria is valued as follows:

1. # of Regularly Stocked Items, 100 points

To evaluate the "# of Regularly Stocked Items", only items that were ranked top three (3) under Stream A – Basic Chemical and Stream B - Specific Chemical Kits and Mixtures Offering and items submitted under Stream B – Similar Chemical Kits and Mixtures will be counted from the MOPE – EPOT - B.

Manufacturer part numbers offered multiple times will only be counted once.

The Offerors will be ranked based on the "# of regularly Stoked Items" counted. The highest ranked receiving maximum allotted points. All other offers will be attributed points corresponding to their rank.

2. # of Business Days Guaranteed Delivery on Regularly Stocked Items, 100 points
3. Offeror has a website detailing product technical information, 75 points

To evaluate the "# of Business Days Guaranteed Delivery on Regularly Stocked Items" and "the Offeror has a website detailing product technical information", the information will be taken from the Company Profile submitted under 4.2 Mandatory Technical Criteria M1 – Company Profile, provided in Annex "F" – Company Profile Template.

The "# of Business Days Guaranteed Delivery on Regularly Stocked Items" of each offer will be ranked with the shortest delivery receiving the maximum allotted points, and the Offerors that has a website detailing product technical information will receive 75 points.

All points received for the three (3) criterion will be added together to arrive to the total score for R.4 Value Added Criteria.

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

Offerors should refer to Annex "B" – Product Offering, for more information related to completing the electronic templates.

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4.4 Basis of Selection

To be declared responsive, an offer must:

- (a) comply with all the requirements of the bid solicitation;
- (b) agree to all terms and conditions without making exceptions;
- (c) meet all mandatory criteria; and
- (d) include all required information

For each responsive offer, the Point-Rated Technical Financial Evaluation criteria will be added together to determine the total evaluated score. For the evaluation purposes, the Offerors will be ranked based on their total evaluated score.

The ten (10) responsive offers with the highest evaluated 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 requested or required 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 Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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

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

5.2.1 Federal Contractors Program for Employment Equity - Standing Offer Certification – applies to requirements issued on behalf of a Federal Government Department or Agency only

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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.

5.2.2 Price Certification

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

Bidder's authorized representative (print name)

Title (print)

Signature

Date

5.3 Additional Certifications Required within 6 months of Issuance of a Standing Offer

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

5.3.1 Environmental Considerations

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

As an initial first step in our progress toward greening the chemical product commodity, PWGSC is collecting information related to the manufacturing process of the products we purchase. To this end the following columns have been included in the MOPE – EPOT - B and forms the environmental profile:

- Is the product manufactured using Recycled Content? (Y/N)
- Is the product manufactured using Hazardous Materials? (Y/N)
- Is there a more environmentally preferable alternative? (Y/N)
- Does the product have a 3rd Party Environmental Certification?

5.3.2 Environmental Considerations Authenticity Certification

1. For each product offered in the Electronic Product Offer Template (MOPE – EPOT - B), the Offeror must provide to the Standing Offer authority the environmental profile information from the manufacturer.
2. The Offeror must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Offeror must obtain the written consent of the Standing Offer Authority before disposing of any such records or documentation before the expiration of Standing Offer including any optional extension periods.

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5.3.3 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.

5.3.4 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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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

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PART 6 - INSURANCE REQUIREMENTS

6.1 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

7.1 Offer

The Offeror will provide and deliver the goods, services or both described in the Standing Offer, in accordance with the pricing set out in this Standing Offer if and when the Authorized User requests such goods, services or both, in accordance with the terms and conditions set out in the Standing Offer including all annexes, attachment and any resulting Contract.

7.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

2009 (2016-04-04) General conditions – Standing Offers – Goods or services – Authorized Users, attached in annex “C”, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

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

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex “A” - Requirement, section 3.14; Standing Offer Usage Report. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a “nil” report.

The data must be submitted electronically by e-mail on a quarterly basis to the Standing Offer Authority at sylvianne.beaulne@tpsgc-pwgsc.gc.ca no later than fifteen (15) days after the end of the reporting period.

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.

Reporting will be subject to validation. In the event reports submitted fail to comply with the requirements at Annex “A” - Requirement, section 3.14; Standing Offer Usage Reporting, the Standing Offer Authority or delegated individual will notify the Offeror of its non-compliance and may, at its sole discretion, set aside the Standing Offer without further notification.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is for two (2) years from date of award.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional one (1) year periods, under the same conditions and at the prices specified in the Standing Offer.

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

7.4.3 Exchange Rate Fluctuation Adjustment

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Offeror and which are to be included in the adjustment amount.
2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as show in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
3. On the first day of the option period, for each product identified for exchange rate fluctuation risk mitigation, the Standing Offer authority will calculate the exchange rate adjustment. The exchange rate adjustment will be based on the 16:30 Eastern Time rate as published by the Bank of Canada on (to be completed at NMSO issuance). Exchange rate adjustments will only be applied where the exchange rate fluctuation is greater than 5% (increase or decrease).
4. The application of exchange rate adjustments may only be authorized by the Standing Offer Authority and will be evidenced, for administrative purposes only, through a revision to the standing offer.
5. Offerors must implement all pricing adjustments within 5 days of the revision to the standing offer.
6. The exchange rate adjustment amount will be calculated in accordance with the following formula:

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

Where formula variables correspond to:

FCC	Foreign Currency Component (per unit)
i_0	Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1]) (The initial exchange rate is set as the Bank of Canada rate on the solicitation closing date.)
i_1	Exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])
Qty	quantity of units

7.4.4 Comprehensive Land Claims Agreements (CLCAs) – applicable to Federal Identified Users Only

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

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Sylvianne Beaulne
Supply Officer
Public Service and Procurement Canada
Acquisitions Branch
Scientific, Medical and Photographic Division
Portage III, 6A2-32
11 Laurier Street
Gatineau, Qc
Telephone: 819-420-6306
Facsimile: 819-956-3814
E-mail address: Sylvianne.beaulne@tpsgc-pwgsc.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.

7.5.2 Sale's Representative

The sale's Representatives are identified at Annex "G", Offeror Contact Information Template.

The Offeror's representative for the standing offer is:

Name: _____
Phone: _____
Fax: _____
Email address: _____

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

7.6 Authorized Users

7.6.1 Federal Identified Users

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

7.6.2 Provincial/Territorial Identified Users

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

- Ontario
- Prince Edward Island
- New Brunswick
- North West Territories

7.7 Disclosure of information – Optional Users

The Offeror acknowledges that Municipal, Academic, Institutions, Schools and Hospitals Sector (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 specifically authorized by their respective provinces/territories 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.

7.8 Call-up Procedures

7.8.1 Lowest price and/or the best technical merit on an Item by Item Basis

The Authorized User uses the excel spreadsheet (Product Offering) to determine the lowest price and/or the best fit technically on an item per item basis. The Authorized User must offer the requirement to the Offerors who offer the best price and/or have the best technical merit for each item of their requirement. The Authorized Users will also verified that the Offeror can satisfied the entirety of the order can be met within the delivery times for regularly stocked items and without backorders. If the Offeror is able to meet the requirement, a Call-up must be issued to that Offeror. If that Offeror is unable to meet the requirement, the Authorized User will contact the Offeror with the next lowest price for that item.

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

The authorized User is required to document its file appropriately why an item was chosen on a best technical merit.

7.8.2 Emergency and Urgent Acquisitions (Federal Requirements Only)

PWGSC may expand the scope of this Standing Offer when emergency and urgent acquisition are required.

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

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

for processing.

7.8.3 Emergency Requirements and Urgent Acquisitions Procedure

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

During these situations, an advantage could be given to offerors who may provide the following:

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

2. For urgent and emergency requirements for which:

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

Here are the procedure that PV Division will follow to issue call-ups:

1. PV Division will send a product availability enquiry to each Standing Offer holder.
2. PV Division will issue a call-up to the lowest cost Offeror for either the complete or partial requirement according to what portion of the requirement the supplier can satisfy.
3. If the lowest Offeror is unable to satisfy the complete requirement, PV Division will issue a call-up to the next lowest cost Offeror for remaining portion of the order. PWGSC will

continue in this manner until either all quantities have been purchased or until the list has been exhausted.

4. If at any time during this procedure an Offeror offers substitute products not listed in the Basket of Goods, a representative or group of representatives from the client department(s) will assess the goods for suitability. To confirm suitability, upon request the Offeror must provide technical literature and product samples if requested.

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

7.8.4 Modifying a Call-Up

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

7.8.5 Receipt of Call-Up (All Requirements)

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

7.9 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.

7.9.1 Call-up Instrument for Federal Identified User

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

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

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

- identifies the Standing Offer number;

- signifies acceptance of the terms and conditions of the Standing Offer;
- includes a description and a unit price for each item on the call up;
- identifies the total value of the Call-up;
- identifies a point of delivery;
- includes confirmation of available funds under the applicable legislation, regulation or policy, as applicable;
- includes confirmation of the Authorized User's authority to enter in to a Contract; and
- allows for collection of the data identified at Annex "A", section 3.14 – Standing Offer Usage Report

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

7.9.2 Numbering Call-Ups Paid For by Acquisition Cards

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

7.9.3 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.

7.10 Limitation of Call-ups

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

Requirements Greater than \$25,000 and less than \$400,000 (including all Applicable Taxes and costs of Delivery): Authorized Users must issue Call-ups using the lowest price and/or the best fit technically process.

Requirements Greater than \$400,000 (Federal Requirements Only): PWGSC- PV division may, at its discretion, exceed the Individual Call-Up Limitation. The requirements which exceed the \$400,000 needs to be approved and issued by PWGSC - PV Division.

Federal Identified Users:

For Federal Identified Users, individual Call-ups against the Standing Offer must not exceed \$400,000.00 CAD (Applicable Taxes included) and in accordance with Part A, Article 7.8, Call-Up Procedures.

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

Provincial/Territorial Identified Users:

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

7.11 Priority of Documents

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

- a) The call up against the Standing Offer,
- b) The articles of the Standing Offer;
- c) Annex "A", Requirement;
- d) Annex "B", Product Offering Instructions;
- e) Annex "C", the General Conditions 2009; (2016-04-04)
- f) Annex "D", the General Conditions 2015A; (2016-04-04)
- g) Annex "E", Electronic Payment Instruments
- h) Annex "F", Company Profile Template
- h) Annex "G", Offeror Contact Information Template

7.12 Certifications and Additional Information

7.12.1 Compliance

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

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

Solicitation No. - N° de l'invitation
E60PV-17CS00/B
Client Ref. No. - N° de réf. du client
E60PV-17CS00

Amd. No. - N° de la modif.
File No. - N° du dossier
pv958.E60PV-17CS00

Buyer ID - Id de l'acheteur
PV958
CCC No./N° CCC - FMS No./N° VME

7.13 Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

7.1 Requirement

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

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

The following sections apply to Federal Identified Users only:

Section 27 – Contingency Fees

Section 29 – Integrity Provisions – Contract

Section 31 – Code of Conduct for Procurement - contract

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

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

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the Contract is as per the call-up.

7.3.2 Delivery Date

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

7.4 Authorities

7.4.1 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.

7.4.2 Project Authority

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

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

7.5 Payment

7.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price. Delivery is DDP (Delivery Duty Paid) destination, customs duties, excise taxes are included, and Applicable Taxes and Delivery are extra.

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

7.5.2 Prepaid Transportation Costs

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

7.5.3 Shipping Instructions – Delivery at Destination

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

7.5.4 Single Payment

Authorized User will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Authorized User;
- c. the Work delivered has been accepted by Authorized User.

7.5.5 Electronic Payment of Invoices – Call-up

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

(To be determined based on Annex “E”, Electronic Payment Instrument provided)

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled “Invoice Submission” of the general conditions (Annex “D”, 2015A (2016-04-04)). Invoices cannot be submitted until all work identified in the invoice is completed and delivered in accordance with the Contract and has been accepted by the Authorized User to whom the Work is delivered.

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

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

7.7 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.

7.8 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance – No specific requirement

7.9 SACC Manual Clauses

A9131C (2014-11-27), **Controlled Goods Program – Contract**

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

Solicitation No. - N° de l'invitation
E60PV-17CS00/B
Client Ref. No. - N° de réf. du client
E60PV-17CS00

Amd. No. - N° de la modif.
File No. - N° du dossier
pv958.E60PV-17CS00

Buyer ID - Id de l'acheteur
PV958
CCC No./N° CCC - FMS No./N° VME

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

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

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

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

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

D3010C (2016-01-28), **Delivery of Dangerous Goods/Hazardous Products**

ANNEX "A" - REQUIREMENT

1. Background

In 2009, Public Works and Government Services Canada (PWGSC) issued a National Master Standing Offers (NMSO) for Laboratory and Chemical Supplies. During 2013 and 2015, different strategies were presented to federal departments and to industry through a Request for Information (RFI) process that included a bidder's conference. The decision was made to separate Laboratory Supplies and Chemical Supplies.

The new laboratory supplies Standing Offer was issued in March 2017.

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

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

- Ontario
- New Brunswick
- Prince Edward Island
- North West Territories

2. Allowable Goods

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

2.1 International Organization for Standardization (ISO)

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

2.2 Non-allowable Goods, Services and Practices

No services are included in this standing offer.

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

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

3. Work and Contract Constraints

3.1 Offeror Service

The Offeror must be able to receive orders by telephone (including a toll-free number), facsimile, and e-mail. The Offeror must be open during normal business hours.

3.2 Electronic Purchasing Tool

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

3.3. Electronic Transactions via the Offeror's Website

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

3.4 Direct Marketing

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

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

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

3.5 Minimum Order Restriction

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

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

3.6 Quantities

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

3.7 Returns

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

- (1) is not the correct item;
- (2) do not meet the shelf life requirements as described in Annex "A"- Requirement under 3.8, Shelf Life;
- (3) have been damaged;
- (4) if there is evidence that the packaging has been tampered with;
- (5) if the goods are not as described by the technical literature provided by the Contractor at RFSO closing; or
- (6) if the goods do not meet the terms and conditions of the Standing Offer.

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

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

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

3.8 Shelf Life

All materials having a shelf life must include:

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

All goods delivered with an expiration date must have the longest shelf life available from the manufacturer. If the longest shelf life is not available from the manufacturer, the Offeror must notify the Technical Authority at time of order and prior to shipping for acceptance.

3.9 Backordered Goods

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

Backorder notifications must contain the following information:

- (1) Call-Up Number;
- (2) Project Authority name and contact information;
- (3) Identification (name and product number) of items on backorder;
- (4) Date ordered;
- (5) Expected Delivery Date; and
- (6) Reason for unavailability.

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

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

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

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

3.10 Packaging

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

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

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

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

3.10.1 Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance

1. The Offeror must ensure proper labelling and packaging in the supply and shipping of dangerous goods/hazardous products to the Identified Users.
2. The Offeror will be held liable for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
3. The Offeror must clearly mark all merchandise labels with the percentage of volume that is a hazardous item. Failure to do so will result in the Offeror being held responsible for damages caused in the movement of goods/products by government vehicles or government personnel.
4. The Offeror must adhere to all applicable laws regarding dangerous goods/hazardous products.

3.11 Product Recalls

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

3.12 Delivery

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

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

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

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

3.13 Delivery to Remote Areas

In the event, the goods called up are to be delivered to a Remote Area, the Authorized User is responsible for the costs of transportation and for coordinating transportation with the Offeror. This includes determining the mode of transport, the time frames and the transportation firm. The Authorized User is responsible for choosing the most economical mode of transport that meets the requirement. If no instructions are provided in the call-up, the Offeror must confirm shipping arrangements with the Authorized User before proceeding.

The Authorized User may:

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

3.14 Standing Offer Usage Report

The electronic template of the two reports below will be provided at the Standing Offer award by the Standing Offer Authority.

3.14.1 Backorder Reporting

The Offeror must e-mail a backorder status report to Sylvianne.beaulne@tpsgc-pwgsc.gc.ca by the fifteenth (15) day of each month.

The backorder report must include the following information:

- Call-up Number;
- Ordering Organization; (Legal Name of Federal Government Department or Agency, or Provincial/ Territorial Ministry);
- Project Authority Name and Contact Information; (email address and/or phone number);
- Date Ordered;
- Expected Delivery Date;
- Reason for Unavailability;
- Backorder Status (eg., filled or not filled);
- Date Filled, if applicable;
- Manufacturer's Part Number for each item in Call-up;
- Offeror Part Number for each item in Call-up;
- Product Description;
- Packaging Format (eg., pkg, box, case);
- Quantity of units per Packaging Format;

3.14.2 Quarterly Usage Reporting

The Offeror must e-mail their completed usage report to Sylvianne.beaulne@tpsgc-pwgsc.gc.ca on a quarterly basis, in accordance with the Standing Offer and Resulting Contract Clauses, Part 7A, Article 7.3.2, Standing Offer Reporting.

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

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

At a minimum, usage reports must include the following information

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

3.14.3 Ad Hoc Usage Reports - Standing Offer

The Standing Offer Authority may request additional Ad Hoc Reports based on criteria already identified at Annex "A" - Requirement, section 3.14 Standing Offer Usage Report. When requested to do so, Offerors will provide the Ad Hoc Report within the timeframe requested.

4 Audits

Client Satisfaction

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

- (1) checking for unauthorized product sales;
- (2) checking to ensure pricing billed is the same or less than the pricing offered through the standing offer;
- (3) not meeting the delivery terms of the standing offer;
- (4) availability of goods;

(5) customer satisfaction

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

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

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

5. Key Terms

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

Acronyms

MOPE – EPOT - B – Electronic Product Offering Template
NMSO – National Master Standing Offer
PWGSC – Public Works and Government Services Canada
RFSO – Request for Standing Offer

Terms

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

Authorized User – means a Federal Identified User and/or Provincial/Territorial Identified User as specified in the Standing Offer at Part 7A, paragraph 7.6 – Authorized Users authorized to make Call-ups against the Standing Offer.

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

Controlled Goods – the Controlled Goods Program (CGP) is a registration and compliance program that regulates access to controlled goods, including International Traffic in Arms Regulations (ITAR) items, in Canada. The CGP plays a vital role in the prevention and detection of the unlawful examination, possession or transfer of controlled goods in Canada. Under the authorities of the [Defence Production Act](#) (DPA) and the [Controlled Goods Regulations](#), the CGP's mandate is to strengthen Canada's defence trade controls through the mandatory registration and regulation of businesses and individuals who examine, possess and/or transfer controlled goods. The

Schedule (Section 35) of the DPA contains the items that are considered controlled goods. Controlled Goods are not authorized through this standing offer.

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

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

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

Federal Identified User – means any Federal Government Department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

Chemical - A chemical is any substance consisting of matter. This includes any liquid, solid, or gas. A chemical is any pure substance (an element) or any mixture (a solution, compound, or gas) which may be used for scientific research. Chemicals occur naturally and can be made artificially.

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

Provincial/Territorial Identified User – Means any Canadian province or territory including Municipal, Academic, Institutions, Schools and Hospitals Sector (MASH), as applicable, to whom the Minister of the Department of Public Services and Procurement Canada can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities. For a detailed list refer to Part 7A, paragraph 7.6 of the Standing Offer.

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

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

ANNEX "B" PRODUCT OFFERING INSTRUCTIONS

Note to Offerors

The Offerors must submit firm unit price for all items they can offer with all required information. The Electronic Product Offering template (MOPE – EPOT - B.xlsx) must be completed. All prices must be submitted in Canadian currency. Customs duties are included and applicable taxes are extra.

- B-1 and B-2; procedures to complete during the solicitation
- B-3; procedures during the Standing Offer periods

Offerors must complete the Electronic Product Offering Template (MOPE – EPOT - B) provided as an electronic attachment to this requirement, in accordance with the instructions above. The MOPE – EPOT - B submitted with the Offer will form any resulting Standing Offer.

Offerors must not change the template in any way, must not insert additional rows or columns.

Offerors must save a copy of the completed MOPE – EPOT - B in Excel compatible format (.xls or .xlsx) USB and include it with their Offer.

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

Electronic Processing of Financial Offer

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

The following MOPE – EPOT - B worksheets comprise:

- Basic chemicals (Stream A)
- Specific Chemical Kits and Mixtures (Stream B)
- Similar Chemical Kits and Mixtures (Stream B)

Pricing Number Format

The Offeror must:

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

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

Additional Instructions

For all items not submitted by the Offeror, N/A must be inscribe in the Firm Price box.

In addition to all the information required in the Electronic Product Offering Template:

- (a) unit pricing from additional packaging must be less or equal than the unit pricing of the requested packaging;
- (b) additional packaging and size/volume are the same product as the Specific Product(s);
- (c) all proposed goods identified as being original items are the exact item and not a similar item;

B - 1 PROCEDURES DURING SOLICITATION PERIOD

STREAM A -

BASIC CHEMICALS PRODUCTS

1.1 Basic Chemicals Offering Instructions

Should Offerors decide to offer product under the Stream A- Basic Chemicals, Offerors must complete the Basic Chemicals Offering worksheets provided in accordance with the instructions below.

Section I: Basic Chemicals

This list is comprised of frequently purchased Basic Chemicals. These products are not a guaranteed usage and there should not be any expectation by the Offeror that the Government of Canada or any Provinces or Territories will purchase all of those products.

Packaging Options

P-X, V-1, is the Basic Chemicals PWGSC ID product number with the packaging format and size/volume requested. Offerors can provide three (3) additional packaging format available for the inscribed volume. The Offeror can also provide an additional size / volume at row P-X, V-2 with four (4) packaging options available for that product. All packaging format options provided for purchase must be in descending order by the number of units per packaging format from top to bottom.

The following columns must be completed in Section I - Basic Chemicals:

Column F	Packaging Type
Columns H-I	Packaging Format (Options)
Column J	Size / Volume (for V-2 only)
Column K	Firm Price Offered
Column N	Regularly Stock Items (Y/N)
Column O	Offeror Product Number
Column P	Manufacturer
Column Q	Manufacturer Product Number
Column R	Foreign Currency Component (FCC) per unit (\$ CAN)
Column S	Foreign Currency

Columns H-I

The packaging format provided represents the packaging which is required. Offeror must ensure to complete column H with the format and column I with the number of unit per packaging.

Column K

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

The price offered must correspond to the packaging format provided at Columns H and I.

- The Offeror must provide a firm price for each packaging format offered.
- All prices must include all import duties and customs, excluding Applicable Taxes and Delivery.

- (c) All prices must be in Canadian dollars.
- (d) All prices must contained up to two (2) decimals.

If at any time during the evaluation or after NMSO issuance, it is discovered that the Offeror does not have the packaging format offered in Columns H and I, the product will be removed from their offer.

Column N

Offerors must indicate if the product is a regularly stocked item. The total number of regularly stocked Basic chemicals will be evaluated under R.4 Value Added Criteria.

Column R

Portion of the price or rate that will be directly affected by exchange rate fluctuations. The Foreign Currency Component should include all related taxes, duties and other costs paid by the Offeror and which are to be included in the adjustment amount.

Section II: Environmental Considerations

This section must be completed by the Offeror.

The following columns are included and must be completed in Section II - Environmental Considerations:

Column T	Is the product manufactured using Recycled Content? (Y/N)
Column U	Is the product manufactured using Hazardous Materials? (Y/N)
Column V	Is there a more environmentally preferable alternative? (Y/N)
Column W	Does the product have a 3rd Party Environmental Certification?
Column X	Comments

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

If the Offeror chooses not to provide this information with the offer, they should provide it within 6 months of NMSO issuance should they be awarded a Standing Offer.

B - 2 PROCEDURES DURING SOLICITATION PERIOD STREAM B - SPECIFIC AND SIMILAR CHEMICAL KITS AND MIXTURES

2.1 Specific Chemical Kits and Mixtures Offering Instructions

Should Offerors decide to offer product under the Stream B- Specific Chemical Kits and Mixtures, Offerors must complete the Specific Chemical Kits and Mixtures Offering worksheets provided in accordance with the instructions below.

Section I: Specific Chemical Kits and Mixtures

This list is comprised of frequently purchased chemicals kits and mixtures which have been purchased. The chemicals kits and mixtures are not a guaranteed usage and there should not be any expectation by the Offeror that the Government of Canada or any Provinces or Territories will purchase all of those kits and mixtures.

The following columns are included in Section I - Specific Chemical Kits and Mixtures:

Column C	Manufacturer
Column D	Manufacturer product number

This includes the exact product required.

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

The following columns must be completed by the Offeror in Section II - Specific Chemical Kits and Mixtures:

Column G	Packaging Type
Columns I-J	Packaging Format
Column K	Size / Volume (for V-2 only)
Column L	Firm Price Offered
Column O	Offeror Product Number
Column P	Regularly Stocked Item (Y/N)
Column Q	Foreign Currency Component (FCC) per unit (\$ CAN)
Column R	Foreign Currency

Packaging Options

P-X, V-1, is the Specific Chemical Kit and Mixtures PWGSC ID product number with the packaging format and size/volume requested. Offerors can provide three (3) additional packaging format available for the inscribed volume. The Offeror can also provide an additional size / volume at row P-X, V-2 with four (4) packaging options available for that product. All packaging format options provided for purchase must be in descending order by the number of units per packaging format from top to bottom.

Columns I-J

The packaging format provided represents the packaging which is required. Offeror must ensure to complete column I with the format and column J with the number of unit per packaging.

Column L

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

The price offered must correspond to the packaging format provided at Columns I and J.

- (a) The Offeror must provide a firm price for each packaging format offered.
- (b) All prices must include all import duties and customs, excluding Applicable Taxes and Delivery.
- (c) All prices must be in Canadian dollars.
- (d) All prices must contained up to two (2) decimals.

If at any time during the evaluation or after NMSO issuance, it is discovered that the Offeror does not have the packaging format offered in Columns I and J, the product will be removed from their offer.

Column P

Offerors must indicate if the product is a regularly stocked item. The total number of regularly stocked specific chemical kits and mixtures and regularly stocked unique similar items will be evaluated under R.4 Value Added Criteria.

Column Q

Portion of the price or rate that will be directly affected by exchange rate fluctuations. The Foreign Currency Component should include all related taxes, duties and other costs paid by the Offeror and which are to be included in the adjustment amount.

Section II: Environmental Considerations

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

If the Offeror chooses not to provide this information with the offer, they should provide it within 6 months of NMSO issuance should they be awarded a Standing Offer.

The following columns are included and must be completed in Section II - Environmental Considerations:

Column S	Is the product manufactured using Recycled Content? (Y/N)
Column T	Is the product manufactured using Hazardous Materials? (Y/N)
Column U	Is there a more environmentally preferable alternative? (Y/N)
Column V	Does the product have a 3 rd Party Environmental Certification?
Column W	Comments

2.2 Similar Chemical Kits and Mixtures Offering Instructions

Canada will consider any product which performs the same function or purpose as a product listed in the basket of goods as being a similar product. Similar chemical kits and mixtures are products that a supplier may propose as being a suitable substitute or the buyer may accept as being a suitable substitute for the

original item requested even though it may have different technical specifications. Similar chemical kits and mixtures must meet the same certifications and/or grades as the original chemical kits and mixtures.

Should Offerors decide to offer product under the Stream B- Similar Chemical Kits and Mixtures, Offerors must complete the Similar Chemical Kits and Mixtures Offering worksheets provided in accordance with the instructions below.

Section I: Similar Chemical Kits and Mixtures Offered

Offerors can identify up to two (2) similar products they can offer.

The following columns must be completed by the Offeror in Section I - Similar Chemical Kits and Mixtures:

Column C	Manufacturer
Column D	Manufacturer part number
Column E	Manufacturer Product Description
Column F	Grade (if applicable)
Column G	Packaging Type
Columns I-J	Packaging Format
Column K	Size / Volume (for each similar product)
Column L	Firm Price Offered
Column O	Offeror Product Number
Column P	Regularly Stocked Item (Y/N)
Column Q	Justification
Column R	Foreign Currency Component (FCC) per unit (\$ CAN)
Column S	Foreign Currency

Columns C-G

In these columns the Offeror must provide the information from the original manufacturer of the product, including the manufacturer, manufacturer product number, manufacturer description, grade (if applicable) and packaging type.

The MOPE – EPOT - B provides room for two (2) similar chemical kits and mixtures products (S-1, S-2) see definition of similar under 2.2 **Similar Chemical Kits and Mixtures Offering Instructions**. The template also includes room to insert four (4) packaging format for each similar chemical kits and mixtures. All packaging format options provided for purchase must be in descending order by the number of units per packaging format from top to bottom.

PWGSC and Authorized Users must be able to obtain technical information for similar chemical kits and mixtures from the manufacturer.

Columns I-J

The packaging format provided represents the packaging which is required. Offeror must ensure to complete column I with the format and column J with the number of unit per packaging.

Column L

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

The price offered must correspond to the packaging format provided at Columns I and J.

- (a) The Offeror must provide a firm price for each packaging format offered.
- (b) All prices must include all import duties and customs, excluding Applicable Taxes and Delivery.
- (c) All prices must be in Canadian dollars.
- (d) All prices must contained up to two (2) decimals.

If at any time during the evaluation or after NMSO issuance, it is discovered that the Offeror does not have the packaging format offered in Columns I and J, the product will be removed from their offer.

Column P

Offerors must indicate if the product is a regularly stocked item. The total number of regularly stocked specific chemical kits and mixtures and regularly stocked unique similar items will be evaluated under R.4 Value Added Criteria.

Column Q

The Offerors must justify how the product proposed is similar to the original.

Column R

Portion of the price or rate that will be directly affected by exchange rate fluctuations. The Foreign Currency Component should include all related taxes, duties and other costs paid by the Offeror and which are to be included in the adjustment amount.

Section II – Environmental Considerations

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

If the Offeror chooses not to provide this information with the offer, they should provide it within 6 months of NMSO issuance should they be awarded a Standing Offer.

The following columns are included and must be completed in Section II - Environmental Considerations:

Column T	Is the product manufactured using Recycled Content? (Y/N)
Column U	Is the product manufactured using Hazardous Materials? (Y/N)
Column V	Is there a more environmentally preferable alternative? (Y/N)
Column W	Does the product have a 3 rd Party Environmental Certification?
Column X	Comments

B - 3 PROCEDURES DURING THE STANDING OFFER PERIODS

BASKET OF GOODS PROCEDURES FOR CHANGES AND ADDITIONS

3.1 Product Offering Changes and Additions

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

Product offering changes and additions will be done once a year or at Canada's sole discretion.

All changes and additions will be submitted to all standing offer holder. Proposed changes to Annex "B", Electronic Product Offering will be subject to item data and pricing evaluation and may be accepted or declined at Canada's sole discretion. Authorized changes will be evidenced by a revision to the Standing Offer.

Any change to the number of items offered will not change the Standing Offers.

3.1.1 Product Additions– Additional Packaging / Size

Only Authorized Users may request to add additional packaging or size.

3.1.2 Product Additions – Basket of Good Products

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

1. meet the definition of Chemicals products at Annex "A" - Requirement, under section 5, Key Terms;
2. include the appropriate product description including grade (if required), packaging format and size required;

Any product identified by PWGSC as meeting the above listed conditions will be provided to the Offerors for pricing and Offerors may offer up to four (4) additional packaging / size for each item.

The price evaluation of each additional item will be made as per the RFSO evaluation amongst all Standing Offer Holders.

The three (3) highest ranked offer per item will be retain and included in the basket. Only the additional packaging format associated with the three (3) highest ranked offer per item will be included in the basket.

3.1.3 Product Additions – Emergency and Urgent Acquisitions

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

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

3.1.4 Product Deletions

Product deletions are permitted under the following conditions:

Solicitation No. - N° de l'invitation
E60PV-17CS00/B
Client Ref. No. - N° de réf. du client
E60PV-17CS00

Amd. No. - N° de la modif.
File No. - N° du dossier
pv958.E60PV-17CS00

Buyer ID - Id de l'acheteur
PV958
CCC No./N° CCC - FMS No./N° VME

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

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

If a Specific Product is discontinued by the manufacturer, the Offeror may request to add the manufacturer's recommended replacement product. A request to add a replacement product for this reason may be made at the same time as the request for Product deletion or during the periods stated above. The replacement product must meet the same specification purpose as the original product and will be added at the same price as the original product.

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

ANNEX "C" - 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 "D" – 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;

"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;

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

"Work"

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

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

Pursuant to the [Department of Public Works and Government Services Act](#), S.C. 1996, c. 16, the clauses and conditions identified by number, date and title in the Contract 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

- a. 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.

- b. 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

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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.

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ANNEX “E” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)

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ANNEX "F" - COMPANY PROFILE TEMPLATE

Offeror: _____	
Company Profile (E60PV-17CS00)	
Company history (brief summary of the company history)	
Description of the ability to honor manufacturer warranty (as applicable) on offered items	
Delivery methods (e.g., fleet of vehicle, or third party transportation)	
Description of the inventory and warehousing infrastructure	
Description of the order management and tracking system	
List of the participation in or certifications resulting from environmental programs/initiatives (if applicable)	
Describe the company's web presence (includes web site address, if applicable)	
If applicable, how the user accounts on the company's website will be modified for this standing offer;	
Has a website detailing product technical information (Yes or No)	
How the Invoicing customizations will be done to consolidate invoices of call-ups	

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# of Business Days Guaranteed Delivery on Regularly Stocked Items	
Acceptance of credit cards (Yes or No)	

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ANNEX "G" – OFFEROR CONTACT INFORMATION TEMPLATE

Chemical Products - Sales Contacts

Offeror: _____
(E60PV-17CS00)

Region or Province	Sales Contact Name	Telephone Number	Fax Number	E-mail Address
National Capital Region				
Ontario				
Quebec				
Alberta				
Manitoba				
Saskatchewan				
British-Columbia				
New Brunswick				
Nova Scotia				
Prince Edward Island				
Newfoundland and Labrador				
North West Territories				
Yukon				
Nunavut				

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General Inquiry and Delivery Follow-up contacts

(E60PV-17CS00)

	Contact Name	Telephone Number	Fax Number	E-mail Address
Customer service				
Delivery follow-up				
Person authorized to sign on behalf of the offeror				
Person responsible for the administration of any resulting Standing Offer				

Solicitation No. - N° de l'invitation
E60PV-17CS00/B
Client Ref. No. - N° de réf. du client
E60PV-17CS00

Amd. No. - N° de la modif.
File No. - N° du dossier
pv958.E60PV-17CS00

Buyer ID - Id de l'acheteur
PV958
CCC No./N° CCC - FMS No./N° VME

ANNEX “H” - ATTACHMENT

1. Electronic Product Offering Template (MOPE – EPOT - B)
2. Evaluation Sample