

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

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

**11 Laurier/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

### Departmental Individual Standing Offer (DISO)

Offre à commandes individuelle du département(OCID)

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

Parliamentary Precinct Campus  
Ottawa, ON**Vendor/Firm Name and Address****Raison sociale et adresse du fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Parliamentary Precinct Division/Acquisitions de la Cité  
parlementaire  
222 Queen Street / 222, rue Queen  
Ottawa  
Ontario  
K1A 0S5

<b>Title - Sujet</b> Miscellaneous Furniture & Equipment	
<b>Solicitation No. - N° de l'invitation</b> EP803-183135/I	<b>Date</b> 2018-10-11
<b>Client Reference No. - N° de référence du client</b> EP803-183135	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PPS-012-27018
<b>File No. - N° de dossier</b> 012pps.EP803-183135	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-11-05</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<b>Delivery Required - Livraison exigée</b>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Natalie Rassi	<b>Buyer Id - Id de l'acheteur</b> 012pps
<b>Telephone No. - N° de téléphone</b> (613)949-0741 ( )	<b>FAX No. - N° de FAX</b> (613)990-4447
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Parliamentary Precinct Campus	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 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:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Requirement, the Basis of Payment, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

#### **1.2.1 The RFSO covers two procurement streams:**

- i. Aboriginal Suppliers wishing to submit an arrangement under the Procurement Strategy for Aboriginal Business (PSAB). For the purpose of the RFSO, this stream is titled "PSAB" or "PSAB Suppliers" or "PSAB stream".
- ii. Any Supplier and Aboriginal Supplier wishing to submit an arrangement not pursuant to the PSAB. For the purpose of the RFSO, this stream is titled "General" or "General Suppliers" or "General stream".

#### **1.2.2 Parliamentary Precinct Acquisition Services Division (PPASD) of Public Services and Procurement Canada (PSPC), on behalf of its Parliamentary Partners (House of Commons, Senate and Library of Parliament) intends to establish multiple Standing Offers for the supply, delivery and installation of Miscellaneous Furniture and Equipment as set out in the RFSO, on an**

as-and-when requested basis. The Miscellaneous Furniture and Equipment is comprised of the following:

- i. Miscellaneous Furniture and Equipment
- ii. Occupational Health and Safety Furniture and Equipment
- iii. Appliances
- iv. Smallwares

1.2.3 Offered Products may be from the same or different series and manufacturer with the exception of Smallwares, as indicated in Attachment 1 to Annex A – Product Requirements List. Additionally, Offerors are required to offer all Product-Related Services as listed below.

- i. Inventory and Assessment Services
- ii. Storage Services

1.2.4 The requirement will be delivered to and installed at various government-owned and leased accommodations in the National Capital Region occupied by the House of Commons, the Senate, the Library of Parliament and/or Parliamentary Protective Service, centred on Parliament Hill but including buildings off Parliament Hill.

1.2.5 The duration of the resulting Standing Offer(s) will be for an initial period of one (1) year with an irrevocable option to extend the Standing Offer(s) for up to an additional four (4) one-year periods in accordance with all terms and conditions detailed in the Request for Standing Offer (RFSO) document.

1.2.6 PSPC may issue up to 2 Standing Offers for each package (under Stage 1) and/or 2 Standing Offers for each item (under Stage 2), for all the items listed in the Product Requirements List (Attachment 1 to Annex A), per stream (General and PSAB) to the Offeror(s) that comply with the requirements of the Request for Standing Offer and meet all mandatory technical and financial evaluation criteria.

There will be two (2) stages of selection: Stage 1 - By Package and Stage 2 - By Item.

Stage 1 - By Package: All responsive offers for an entire package(s) will be evaluated first. The top 2 responsive offers with the highest ranking by package will be recommended for award of a standing offer.

If there are two or less responsive offers for an entire package, Stage 2 evaluation, below, will be performed for the items within that package(s).

Stage 2 - By Item: All responsive offers for individual items will be evaluated by item. The top 2 responsive offers with the highest ranking by item will be recommended for award of a standing offer.

The Basis of Selection will be based on highest combined rating between a Basket of Product(s), Delivery, Installation and Product-Related Services per item.

1.2.7 Two streams of Standing Offers may be issued pursuant to this solicitation, as follows

- a. General stream

General Offerors may submit multiple offers, however, each submitted offer:

- i. will be evaluated separately;
- ii. may be from the same or different series and manufacturer for offered product(s) in accordance with Attachment 1 to Annex A – Products Requirements List;
- iii. must supply, deliver and install the Offered Products; and
- iv. must provide the Product-Related Services.

b. PSAB stream

PSAB Offerors may submit multiple offers, however, each submitted offer must:

- i. will be evaluated separately;
- ii. may be from the same or different series and manufacturer for offered products in accordance with Attachment 1 to Annex A – Products Requirements List;
- iii. must supply, deliver and install the Offered Products; and
- iv. must provide the Product-Related Services.

1.2.8 Trade Agreements

a. For the PSAB stream:

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

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

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

b. For the General stream:

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 Agreement on Internal Trade (AIT), the Canada-Chili Free Trade Agreement, the Canada-Columbia Free Trade Agreement and the Canada-Peru Free Trade Agreement.

1.2.9 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7A -Standing Offer, and Part 7B - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

1.2.10 The Comprehensive Land Claims Agreements (CLCA) are not applicable since the services will not be performed within CLCA areas.

1.2.11 The Crown retains the right to negotiate with suppliers on any procurement.

1.2.12 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation for offer submission. Offerors must refer to Part 2 of the RFSO entitled Instructions to offerors for further information.

1.2.13 The estimated annual business volume is \$1.3 million. This figure is an estimate only and shall not be a commitment on the part of Canada.

1.2.14 Our parliamentary clients, the House of Commons, the Senate, the Library of Parliament and/or the Parliamentary Protective Service, may negotiate and establish follow-on contracts and/or arrangements with the successful Standing Offer holders as a result of this RFSO. The procurement of any follow-on contract(s) and/or arrangement(s) will be in accordance with the parliamentary client's Contracting policies and delegated authorities. PSPC will not be responsible for and will not take part in any negotiation and/or procurement activity.

1.2.15 The Phased Offer Compliance Process applies to this requirement.

### 1.3 Security Requirements

There are no security requirements associated with the issuance of the resulting Standing Offer. However, the resulting call-up(s) may be subject to security requirements and will be indicated in the call-up offer and the appropriate clauses incorporated into the resulting terms and conditions.

It is anticipated that the Contractor/Offeror must hold a valid organization security clearance and its personnel requiring access to secure work site(s) must, at all times during the performance of the call-up, EACH hold a valid SITE ACCESS Clearance, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC). Offerors will be recommended to obtain all appropriate clearances upon issuance of a Standing Offer.

For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Services and Procurement Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### 1.4 Debriefings

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

### 1.5 Canadian Content - For the PSAB stream only

1.5.1 Offer solicitations valued at \$25,000.00 (applicable tax(es) included) or more during the period of the SO may be conditionally limited to Canadian goods as defined in clause A3050T, below. In order for PSAB offerors to accept a call-up during the period of the SO that satisfies the Canadian Content Definition, PSAB offerors must offer at least one model from products' series offered that satisfies the Canadian Content Definition.

#### 1.5.2 Canadian Content Definition

a) **Canadian good:** A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the [North American Free Trade Agreement](#) (NAFTA) Rules of Origin. For the purposes of this determination, the reference in the NAFTA Rules of Origin to "territory" is to be replaced with "Canada".(Consult [Annex 3.6](#) (9) of the *Supply Manual*.)

b) **Canadian service:** A service provided by an individual based in Canada is considered a

Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.

- c) Variety of goods:** When requirements consist of more than one good, one of the two methods below is applied:
- i. aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or
  - ii. item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.
- d) Variety of services:** For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.
- e) Mix of goods and services:** When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above).  
For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#) (9), Example 2, of the *Supply Manual*.
- f) Other Canadian goods and services:** Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

## 1.6 Offeror's Conference

An offerors' conference will be held at 222 Queen Street, Ottawa, Ontario on Tuesday, October 23, 2018. The conference will begin at 2:00 p.m. EST, in Room 500 (5<sup>th</sup> Floor). The scope of the requirement outlined in the Request for Standing Offers (RFSO) will be reviewed during the conference and questions will be answered. It is recommended that Offerors who intend to submit an offer attend or send a representative.

Offerors are requested to communicate with the Standing Offer Authority before the conference to confirm attendance. Offerors should provide, in writing, to the standing Offer Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than 2:00 p.m. EST, October 19, 2018. There will be a maximum of 2 representatives for each Offeror. Representatives that did not confirm attendance will not be permitted to attend the conference.

Any clarifications or changes to the RFSO resulting from the Offerors' conference will be included as an amendment to the RFSO. Offerors who do not attend will not be precluded from submitting an 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>)  
issued by Public Services and Procurement 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 (2018-05-22) 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: one hundred twenty (120) days

The 2006 standard instructions is amended as follows:

- Section 5, entitled Submission of offers, is amended as follows:
  - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each offer, at RFSO closing date and time or upon request from the Standing Offer Authority, for example in the case of epost Connect service, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
  - subsection 2.d is deleted entirely and replaced with the following: "send its offer only to the specified Bid Receiving Unit of Public Works and Government Service Canada (PWGSC) in the RFSO or to the specified address in the RFSO."
  - subsection 2.e is deleted entirely and replaced with the following: "ensure that the Offeror's name, return address and procurement business number, RFSO number, and RFSO closing date and time are clearly visible on the offer; and"
- Section 6, entitled Late offers, is deleted entirely and replaced with the following: "PWGSC will return offers delivered after the stipulated RFSO closing date and time, unless they qualify as a delayed offer as described in the section entitled Delayed offers. For offers submitted using means other than Canada Post Corporation's epost Connect service, the physical offer will be returned. For offers submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late offer will be deleted."
- Section 07, entitled Delayed offers, is amended as follows:
  - Subsection 1 is amended to add the following piece of evidence: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity;"
- Section 8, entitled Transmission by facsimile, is deleted entirely and replaced with the following section:

"Transmission by epost Connect

1. ePost Connect
  - a. Unless specified otherwise in the RFSO, offers may be submitted by using the [epost Connect service provided by Canada Post Corporation](https://www.Canadapost.ca/web/en/products/details.page?article=epost_connect_send_a) ([https://www.Canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a](https://www.Canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)).
  - b. To submit an offer using epost Connect service, the Offeror must either:
    - i. send directly its offer only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
    - ii. send as early as possible, and in any case, at least six business days prior to the RFSO closing date and time, an email that includes the RFSO number to the

- specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Offeror is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Offeror to transmit its offer afterward at any time prior to the RFSO closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access the message within the conversation, and the Offeror may reply to the email notification by transmitting its offer.
  - d. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least 30 business days after RFSO closing date and time.
  - e. The email address of PWGSC Bid Receiving Unit in Headquarters is:  
[TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca). The RFSO number must be identified in the epost Connect message field of all electronic transfers.
  - f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an offeror not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the RFSO in order to register for the epost Connect service.
  - g. For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
    - i. receipt of a garbled or incomplete offer;
    - ii. availability or condition of the epost Connect service;
    - iii. incompatibility between the sending and receiving equipment;
    - iv. delay in transmission or receipt of the offer;
    - v. failure of the Offeror to properly identify the offer;
    - vi. illegibility of the offer;
    - vii. security of offer data; or
    - viii. inability to create an electronic conversation through the epost Connect service.
  - h. An offer transmitted by epost Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with the section entitled Submission of offers."

## 2.2 Submission of Offers

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

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

## 2.3 Former Public Servant – Competitive - Offer

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

## Definitions

For the purposes of this clause,

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

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

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

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

## Former Public Servant in Receipt of a Pension

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

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

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

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

## Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

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

All enquiries must be submitted in writing to the Standing Offer Authority no later than six (6) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

## **2.5 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.

## **2.6 Condition of Material – Offer**

Material supplied must be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the closing date of the Request for Standing Offer.

## **2.7. Equivalent Products**

- 2.7.1 Products that are equivalent in form, fit, function and quality to the item(s) specified in the offer solicitation will be considered where the Offeror:

- a. designates the brand name, model and/or part number of the substitute product;
- b. states that the substitute product is fully interchangeable with the item specified;
- c. provides complete specifications and descriptive literature for each substitute product;
- d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the offer solicitation; and
- e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.

- 2.7.2 Products offered as equivalent in form, fit, function and quality will not be considered if:
- a. the offer fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the offer solicitation for that item.

- 2.7.3 In conducting its evaluation of the offers, Canada may, but will have no obligation to, request offerors offering a substitute product to demonstrate, at the sole cost of offerors, that the substitute product is equivalent to the item specified in the offer solicitation

## 2.8 Main Point of Contact – Solicitation Period

For the solicitation period, the Offeror must provide a main point of contact who will be responsible for the receipt and response for clarification questions or other Offer related matters.

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

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

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

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

The Offeror may submit its offer electronically via epost Connect service or in hard copies.

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 8 of the 2006 standard instructions and as amended in Part 2 - Offeror Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

- Section I: Technical Offer
- Section II: Financial Offer
- Section III: Certifications
- Section IV: Additional Information

If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

- Section I: Technical Offer (2 hard copies and 2 soft copies on CD/DVD/USB)
- Section II: Financial Offer (1 hard copy and 1 soft copy on CD/DVD/USB)
- Section III: Certifications (1 hard copy and 1 soft copy on CD/DVD/USB)

**Section IV: Additional information (1 hard copy and 1 soft copy on CD/DVD/USB)**

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. Section II to IV may be submitted in the same soft copy on CD, DVD or USB.

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

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**

The Offerors must submit their financial offer in accordance with Attachment 1 to Part 4 – Financial Presentation Sheet. The Offeror must submit pricing in Canadian dollars, DDP Incoterms 2000 excluding Applicable Taxes but including all other costs such as, but not limited to, fees of all sorts, customs duties and excise tax.

The Offeror must provide a percentage fee for delivery and a percentage fee for installation that will apply for the entire period of the Standing Offer including option periods and will be used for the evaluation of the financial offer and basis of selection.

For the product-related services, the Offeror is required to submit all-inclusive firm prices and/or rates that will apply for the entire period of the Standing Offer including option periods.

**3.2 Exchange Rate Fluctuation**

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

**Section III: Certifications**

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

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

Offerors must submit the following additional documents:

##### **3.3 Environmental Performance Considerations**

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

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

The Environmental Performance Considerations questionnaire is provided at Annex "F". Offerors must provide details and examples to demonstrate compliance for each described element.

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

#### **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 and Jeannine Leclair from Tiree Facilities Solutions will evaluate the offers.
- (c) Canada will use the Phased Offer Compliance Process described below.

##### **4.1.0 Phased Offer Compliance Process (POCP)**

###### **4.1.0.1 (2018-07-19) 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 Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid 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) 2003 (2018-05-22) Standard Instructions – 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.

#### **4.1.0.2 (2018-03-13) 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.

#### **4.1.0.3 (2018-03-13) 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.

#### 4.1.0.4 (2018-03-13) 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.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria (MTC)

Responses to all mandatory technical criteria must be submitted with the offer no later than the closing date and time of the Request for Standing Offer.

Criteria No.	Mandatory Criteria Description	For PSPC Use Only	
		Compliance (Met/Not Met)	Offeror's Substantiation
MTC 1	The Offeror must clearly identify which of the following streams it is submitting an Offer for:  General Stream; PSAB Stream; or General and PSAB Streams.		
MTC 2	The Offeror must clearly identify if it is submitting an Offer for all the products identified in a package or if it is submitting an Offer for a specific product(s) within a package, as described in Attachment 1 to Part 4 – Financial		

	<p>Presentation Sheet. The following packages are:</p> <p>Package 1 – Miscellaneous;  Package 2 – Appliances;  Package 3 – Occupational Health and Safety Equipment;  and  Package 4 – Smallwares.</p>		
MTC 3	<p>The Offeror must be able to meet (provide or comply to, as applicable) all the requirements described in Annex "A" Statement of Requirement.</p>		
MTC 4	<p>The Offeror's proposed product(s) must be listed using Attachment 2 to Part 4 – Offered Products List.</p> <p>Offered Product(s) listed in Attachment 2 to Part 4 may be from the same or different series and manufacturer in accordance with the instructions in Attachment 1 to Annex A – Products Requirements List. For products with multiple sub-items, the Offeror must be able to offer all sub-items.</p> <p>If offering the listed product, indicate "YES" on the "Listed Product Offered" column in Attachment 2 to Part 4 – Offered Products List. Offeror is not required to provide the information under the "Equivalent Product Offered" column.</p> <p>If offering an equivalent product, Offeror must indicate "NO" in the "Listed Product Offered" column and provide all the information required under the "Equivalent Product Offered" column in Attachment 2 to Part 4 - Offered Products List.</p> <p>For the Details column (Equivalent Product Offered), Offeror must provide additional information (to Manufacturer, Model Number/Series/Dimensions and Finish/Colour) that demonstrate how Offered Product meets the Product Requirements List Specification, as per Attachment 1 to Annex A – Product Requirements List. Details may be provided in the specification sheet provided in response to MTC 7 below or in a separate document, if necessary;</p> <p>In addition to the above, Offerors is requested to provide the Standard Lead Times for all offered products, as per Attachment 2 to Part 4 – Offered Products List. It is not mandatory to provide this information.</p> <p>Attachment 2 to Part 4 must be submitted in Microsoft Excel format (.xlsx or .xls) on CD, DVD or USB. Any media submitted must be readable by the Standing Offer Authority.</p> <p>The type of miscellaneous furniture or equipment</p>		

	described in the Offered Product List – Attachment 2 to Part 4, shall not constitute a commitment on the part of Canada.		
MTC 5	The Offeror must confirm 1) that all available finishes for each product offered will be available and 2) that the available finishes for each product offered meet the mandatory finish requirements associated to those products, as listed in Attachment 1 to Annex A – Product Requirements List.		
MTC 6	<p>This MTC is only applicable to Offerors offering an equivalent product.</p> <p>The Offeror must provide a specification sheet for each offered product. The specification sheet must have, at the minimum, the following information:</p> <ul style="list-style-type: none"> <li>• Manufacturer</li> <li>• Model Number</li> <li>• Series</li> <li>• Details (any additional information to Manufacturer, Model Number, Series, Dimensions, Finish and Colour)</li> <li>• Size</li> <li>• Image of the product offered</li> </ul> <p>The Offeror is encouraged to submit marketing material, i.e. brochures of the product lines offered which include images and descriptions.</p>		
MTC 7	The Offeror must provide demonstration on how it meets the following Offeror and Offeror Personnel Qualifications as per section 18 of Annex A - Statement of Requirements:		
	1. The Offeror, if an authorized dealer or distributor of products, must have a minimum of one (1) year of experience in the supply, delivery and installation of the product(s) being offered. If the Offeror is a manufacturer, their suggested authorized dealer or distributor must have a minimum of one (1) year of experience in the supply, delivery and installation of the product(s) being offered.		

	2. The Offeror must provide a named Account Representative and a named Site Supervisor. The individuals must not be the same person.		
MTC 8	<p>The Offeror must complete and submit all other RFSO requirements as described in the following, by solicitation closing time and date:</p> <ul style="list-style-type: none"> <li>- Certifications and Additional Information (RFSO Part 5);</li> <li>- Insurance Requirements* (RFSO Part 6); and</li> <li>- Signed RFSO cover pages of the original and all amendments.</li> </ul> <p>*Note: As per PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS, the Offeror must provide a <u>letter</u> from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex D. Offerors submitting certificates of insurances will be deemed non-compliant.</p>		

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Mandatory Financial Criteria (MFC)

Responses to all mandatory financial criteria must be submitted with the offer no later than the closing date and time of the Request for Standing Offer.

Criteria No.	Mandatory Criteria Description	For PSPC Use Only	
		Compliance (Met/Not Met)	Offeror's Substantiation
MFC 1	<p>The Offeror must complete and submit Attachment 1 to Part 4 – Financial Presentation Sheet with the current the pricing and rates of the product(s) and services being offered. Pricing for the Offered Product(s) listed in Attachment 1 to Part 4 - Financial Presentation Sheet must be Base Grade Finish (Least Expensive Option). The pricing submitted in Attachment 1 to Part 4 - Financial Presentation Sheet for the Offered Product(s) will be applied for the initial period of the Standing Offer. Pricing for Offered Product(s) during the option periods will be based on a Pricing Adjustment as stipulated in the Standing Offer Agreement.</p> <p>Offered Products may be from the same or different series and manufacturer as per Attachment 1 to Annex A – Products Requirements List. For products with multiple sub-items, the Offeror must be able to offer all sub-items.</p> <p>Offerors must indicate "YES" or "NO" on the "Listed Product</p>		

	<p>Offered" column in Attachment 2 to Part 4 – Offered Products List. Offerors must provide the Manufacturer's Suggested Retail Price, Discount Percentage and Selling Price.</p> <p>Attachment 1 to Part 4 must be submitted in Microsoft Excel format (.xlsx or .xls) on CD, DVD or USB. Any media submitted must be readable by the Standing Offer Authority.</p> <p>If submitting hard copies, it is requested that table be printed landscape and/or have its font size or overall scale reduced in order to display all columns of the spreadsheet. It may be printed on paper format larger than 8.5 x 11 inch.</p> <p>The type of miscellaneous furniture or equipment described and quantity in the Financial Presentation Sheet – Attachment 1 to Part 4, shall not constitute a commitment on the part of Canada.</p>		
MFC 2	<p>The Offeror must include with their offer a firm percentage fee for delivery and a firm percentage fee for installation for all proposed products/items. The firm percentage fees will be applied throughout the duration of the Standing Offer.</p> <p>The Offeror must provide the firm percentage fees in Table 2 of Attachment 1 to Part 4 – Financial Presentation Sheet.</p> <p>Offeror may not have multiple percentage fees for delivery and/or installation.</p>		
MFC 3	<p>The Offeror must include with their offer firm all-inclusive rates for each Standing Offer Period for the Product-Related Services. These rates will be applied throughout the duration of the Standing Offer.</p> <p>Firm All-inclusive Per Diem Rate for:</p> <ul style="list-style-type: none"> <li>- Inventory and Assessment Services.</li> </ul> <p>Firm All-inclusive Rate Per Cubic Meter for</p> <ul style="list-style-type: none"> <li>- Storage Services.</li> </ul> <p>The Offeror must provide the rates in Table 3 and 4 of Attachment 1 to Part 4 – Financial Presentation Sheet.</p>		

#### 4.1.2.2 Evaluation of Price - Offer

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

## 4.2 Basis of Selection

4.2.1 An offer must comply with the requirements of the RFSO and meet all mandatory technical and financial evaluation criteria to be declared responsive. The top 2 responsive offers per package and/or per item on each stream (General and PSAB) with the highest total financial score will be recommended for issuance of a Standing Offer agreement.

4.2.2 The type of furniture and equipment described in the Product Requirements List, Attachment 1 to Annex A, shall not constitute a commitment on the part of Canada.

4.2.3 There will be two (2) stages of selection: Stage 1 - By Package and Stage 2 - By Item.

Stage 1 - By Package: All responsive offers for an entire package(s) will be evaluated first. The top 2 responsive offers with the highest ranking by package will be recommended for issuance of a standing offer.

If there are two or less responsive offers for an entire package, Stage 2 evaluation, below, will be performed for each item within that package.

Stage 2 - By Item: All responsive offers for individual items will be evaluated by item. The responsive offer with the highest ranking by item will be recommended for issuance of a standing offer.

4.2.4 For Stage 1 and 2, all responsive offers will be ranked according to their combined rating between the Basket of Product(s) (65%), Delivery Score (20%), Installation Score (5%), Inventory Services Score (5%), and Storage Services Score (5%).

4.2.5 All scores are prorated with all other Offers.

4.2.6 The following formulas and calculations will be used to determine the basis of selection at Stage 1 and Stage 2:

The following applies to both stages:

4.2.6.1 The Delivery and Installation scores will be based on the percentage fees for delivery and installation, prorated against the other Offers, to provide the weighted scoring applied towards the total financial score. The individual delivery and installation percentage fees for normal working hours will be used for evaluation purposes. The Offeror must propose only 1 percentage rate for each mode of delivery (<5-ton truck and Tractor-Trailer/>5-ton truck) and 1 percentage rate for installation whether it is offering an entire package or an item.

4.2.6.2 The Delivery Score will be calculated using below formula:

$$\frac{\text{Highest Delivery Percentage Fee} - \text{Offeror's Delivery Percentage Fee}}{\text{Highest Delivery Percentage Fee}} \times 100 \times 20\% = \text{Delivery Score}$$

4.2.6.3 The Installation Score will be calculated using below formula:

$$\frac{\text{Highest Installation Percentage Fee} - \text{Offeror's Installation Percentage Fee}}{\text{Highest Installation Percentage Fee}} \times 100 \times 5\% = \text{Installation Score}$$



#### Highest Installation Percentage Fee

4.2.6.4 The Product-Related Services scores (Inventory Services and Storage Services) will be based on the firm all-inclusive rates provided in Attachment 1 to Part 4 – Financial Presentation Sheet. The figures used in the evaluation are as follows: Inventory and Assessment rates were based on Normal Working Hours, Firm All-Inclusive Hourly Rates, with the level of effort at 1 hour; and the Storage Services rates will be based on the weekly and monthly rate per cubic meter, with the level of effort of 1. The Total Prices for each of the Product-Related Services will be derived from Table 6 of Attachment 1 to Part 4. The Offeror must propose only 1 rate/price for each of the required Product-Related Services whether it is offering an entire package or an item. The Product-Related Services Scores will be calculated using below formulas:

4.2.6.4.1 For the Inventory Services Score,

$$\frac{\text{Lowest Inventory Services Total Price}}{\text{Offeror's Inventory Services Total Price}} \times 100 \times 5\% = \text{Inventory Services Score}$$

4.2.6.4.2 For the Storage Services Score,

$$\frac{\text{Lowest Storage Services Total Price}}{\text{Offeror's Storage Services Total Price}} \times 100 \times 5\% = \text{Storage Services Score}$$

4.2.6.5 Table 7 in Attachment 1 to Part 4 – Financial Presentation Sheet will be used to determine the Basket of Product(s) Pricing Score for evaluation purposes, which includes the type and quantity of goods. A quantity of 1 for each item, including sub-items will be used for evaluation. In Stage 1, the sum of all items in the entire package will be the Offeror's Total Basket of Products Price. In Stage 2, the item's price will be the Total Basket of Product(s) Price used towards the calculation of the Basket of Product(s) Pricing Score. However, where an item consists of multiple sub-items. The Total Basket of Product(s) Price for those will be the sum of all prices for all the sub-items.

The Basket of Product(s) Pricing Score will be calculated using below formula:

$$\frac{\text{Lowest Total Basket of Product(s) Price}}{\text{Offeror's Total Basket of Product(s) Price}} \times 100 \times 45\% = \text{Basket of Product(s) Pricing Score (for Offeror's Total Financial Score)}$$

4.2.6.6 The sum of the Delivery Score, Installation Score, Product-Related Scores (Inventory Services Score + Storage Services Score) and Basket of Product(s) Score per item per stream will determine the Offeror's Total Financial Score. The top 2 ranked responsive offers with the highest Total Financial Score per item per stream will be recommended for issuance of Standing Offer agreement. The following formula will be used to calculate the Offeror's Total Financial Score:

$$\begin{aligned} &\text{Delivery Score} \\ &+ \\ &\text{Installation Score} \\ &+ \\ &\text{Product-Related Services Scores} \\ &+ \\ &\text{Basket of Product(s) Pricing Score} \\ &\text{-----} \\ &= \text{Total Financial Score} \end{aligned}$$

- 4.2.7 If an Offeror is recommended for issuance of a Standing Offer agreement for both streams, General and PSAB, and/or multiple items, a single Standing Offer agreement may be issued.
- 4.2.8 At Stage 1 and Stage 2, a standing offer will be issued to the top 2 Offerors per package or per item, respectively, with the highest total financial score for each stream, General and PSAB. In an event of a tie at the first or second highest total financial score, a standing offer will be issued to all Offerors.
- 4.2.9 All figures used in the evaluation will be rounded up to 2 decimal places.
- 4.2.10 Below are possible scenarios and examples of the basis of selection process including calculations for the Delivery Score, Installation Score, Product-Related Scores and Basket of Product(s) Pricing Score, which will determine the Offeror's Total Financial Score.

**Scenario 1 – Two or Less Offers on the General and/or PSAB Streams at Stage 1 – By Package**

All Offers must meet all mandatory technical and financial evaluation criteria to be responsive. If there are two or less responsive Offer(s) on each package per stream, Stage 2 – By Item will be conducted for all the items in the package.

**Scenario 2 – Two or less Offer(s) on the General and/or PSAB Streams at Stage 2 – By Item**

All Offers must meet all mandatory technical and financial evaluation criteria to be responsive. If there is one or two responsive Offer(s) on any item, the responsive Offer(s) will be recommended for issuance of Standing Offer agreement. The calculation for the total financial score may not be conducted.

**Scenario 3 – Three or more Offerors on the General and/or PSAB Stream(s) at Stage 1 – By Package; and three or more Offerors on the General and/or PSAB Stream(s) at Stage 2 – By Item**

All Offers must meet all mandatory technical and financial evaluation criteria to be responsive. The responsive offer(s) at Stage 1 and Stage 2 in each stream will be ranked based on their Total Financial Scores.

The following examples will show how the Delivery Score, Installation Score, Product-Related Scores and Basket of Product(s) Pricing Score are calculated on each Offered product to determine the Offeror's Total Financial Score.

Table 1a – Basket of Product(s), Delivery and Installation based on Offeror's Financial Presentation  
Sheet – Stage 1 (By Package)

Miscellaneous Package Products	Offeror	Stream	Basket of Product(s) Total Price	Delivery Percentage Fee	Installation Percentage Fee
Wall Clock	A	General	\$1,000.00	5%	7%
Mobile Whiteboard					
Easel					

Power Bar					
Glass Whiteboard					
Wall Clock	B	General	\$1,200.00	3%	5%
Mobile Whiteboard					
Easel					
Power Bar					
Glass Whiteboard					
Wall Clock	C	General	\$1,500.00	4%	6%
Mobile Whiteboard					
Easel					
Power Bar					
Glass Whiteboard					
Wall Clock	AAA	PSAB	\$2,000.00	3%	5%
Mobile Whiteboard					
Easel					
Power Bar					
Glass Whiteboard					

Table 1b – Basket of Product(s), Delivery and Installation based on Offeror's Financial Presentation Sheet – Stage 2 (By Item)

Product	Offeror	Stream	Basket of Product(s) Total Price	Delivery Percentage Fee	Installation Percentage Fee
Disposable Sheets	A	General	\$50.00	3%	4%
Disposable Sheets	ABC	General	\$40.00	1%	2%
Disposable Sheets	WXY	General	\$45.00	5%	3%
Dishwasher	B	General	\$2,000.00	5%	6%
Dishwasher	MNM	General	\$3,000.00	7%	4%
Dishwasher	C	General	\$1,000.00	2%	2.5%
Top Mount Refrigerator	PST	General	\$3,000.00	4%	7%
Utility Cart	ISC1	PSAB	\$150.00	0%	5%
Utility Cart	AAA	PSAB	\$175.00	3%	0%
Utility Cart	D	PSAB	\$170.00	2%	1%

Note: The Delivery Fee will be the average of the 2 delivery fees identified in Offeror's completed Financial Presentation Sheet.

Table 2a – Delivery Score – Stage 1 (By Package)

Product	Offeror	Stream	Calculation	Delivery Score (B1)
Miscellaneous Package	A	General	$[(5-3) / 5] \times 100] \times 20\%$	8.00 points
Miscellaneous Package	B	General	$[(5-5) / 5] \times 100] \times 20\%$	0 points
Miscellaneous Package	C	General	$[(5-4) / 5] \times 100] \times 20\%$	4.00 points
Miscellaneous Package	AAA	PSAB	$[(3-3) / 3] \times 100] \times 20\%$	0 points

Table 2b – Delivery Score – Stage 2 (By Item)

Product	Offeror	Stream	Calculation	Delivery Score (B2)
Disposable Sheets	A	General	$[(5-3) / 5] \times 100] \times 20\%$	8.00 points
Disposable Sheets	ABC	General	$[(5-1) / 5] \times 100] \times 20\%$	16.00 points
Disposable Sheets	WXY	General	$[(5-5) / 5] \times 100] \times 20\%$	0 points
Dishwasher	B	General	$[(7-5) / 7] \times 100] \times 20\%$	5.71 points
Dishwasher	MNM	General	$[(7-7) / 7] \times 100] \times 20\%$	0 points
Dishwasher	C	General	$[(7-2) / 7] \times 100] \times 20\%$	14.28 points
Top Mount Refrigerator	PST	General	$[(4-4) / 4] \times 100] \times 20\%$	0 points
Utility Cart	ISC1	PSAB	$[(3-0) / 3] \times 100] \times 20\%$	20.00 points
Utility Cart	AAA	PSAB	$[(3-3) / 3] \times 100] \times 20\%$	0 points
Utility Cart	D	PSAB	$[(3-2) / 3] \times 100] \times 20\%$	6.67 points

Table 3a – Installation Score – Stage 1 (By Package)

Product	Offeror	Stream	Calculation	Delivery Score (C1)
Miscellaneous Package	A	General	$[(7-5) / 7] \times 100] \times 5\%$	1.43 points
Miscellaneous Package	B	General	$[(7-7) / 7] \times 100] \times 5\%$	0 points
Miscellaneous Package	C	General	$[(7-6) / 7] \times 100] \times 5\%$	.71 points
Miscellaneous Package	AAA	PSAB	$[(5-5) / 5] \times 100] \times 5\%$	0 points

Table 3b – Installation Score – Stage 2 (By Item)

Product	Offeror	Stream	Calculation	Installation Score (C2)
Disposable Sheets	A	General	$[(4-4) / 4] \times 100] \times 5\%$	0 points
Disposable Sheets	ABC	General	$[(4-2) / 4] \times 100] \times 5\%$	2.50 points
Disposable Sheets	WXY	General	$[(4-3) / 4] \times 100] \times 5\%$	1.25 points
Dishwasher	B	General	$[(6-6) / 6] \times 100] \times 5\%$	0 points
Dishwasher	MNM	General	$[(6-4) / 6] \times 100] \times 5\%$	1.67 points
Dishwasher	C	General	$[(6-2.5) / 6] \times 100] \times 5\%$	2.92 points
Top Mount Refrigerator	PST	General	$[(7-7) / 7] \times 100] \times 5\%$	0 points
Utility Cart	ISC1	PSAB	$[(5-5) / 5] \times 100] \times 5\%$	0 points
Utility Cart	AAA	PSAB	$[(5-0) / 5] \times 100] \times 5\%$	5.00 points
Utility Cart	D	PSAB	$[(5-1) / 5] \times 100] \times 5\%$	4.00 points

Table 4a – Inventory Services Score – Stage 1 (By Package)

Product	Offeror	Stream	Calculation	Inventory Services Score (D1)
Miscellaneous Package	A	General	$[(\$19.00 / \$20.00) \times 100] \times 5\%$	4.75 points
Miscellaneous Package	B	General	$[(\$19.00 / \$19.00) \times 100] \times 5\%$	5.00 points
Miscellaneous Package	C	General	$[(\$19.00 / \$20.00) \times 100] \times 5\%$	4.75 points
Miscellaneous Package	AAA	PSAB	$[(\$15.00 / \$15.00) \times 100] \times 5\%$	5.00 points

Table 4b – Inventory Services Score – Stage 2 (By Item)

Product	Offeror	Stream	Calculation	Inventory Services Score (D2)
Disposable Sheets	A	General	$[(\$15.00 / \$20.00) \times 100] \times 5\%$	3.75 points
Disposable Sheets	ABC	General	$[(\$15.00 / \$25.00) \times 100] \times 5\%$	3.00 points
Disposable Sheets	WXY	General	$[(\$15.00 / \$15.00) \times 100] \times 5\%$	5.00 points
Dishwasher	B	General	$[(\$15.00 / \$19.00) \times 100] \times 5\%$	3.95 points
Dishwasher	MNM	General	$[(\$15.00 / \$20.00) \times 100] \times 5\%$	3.75 points

Dishwasher	C	General	$[(\$15.00 / \$15.00) \times 100] \times 5\%$	5.00 points
Top Mount Refrigerator	PST	General	$[(\$18.00 / \$18.00) \times 100] \times 5\%$	5.00points
Utility Cart	ISC1	PSAB	$[(\$15.00 / \$20.00) \times 100] \times 5\%$	3.75 points
Utility Cart	AAA	PSAB	$[(\$15.00 / \$15.00) \times 100] \times 5\%$	5.00 points
Utility Cart	D	PSAB	$[(\$15.00 / \$20.00) \times 100] \times 5\%$	3.75 points

Table 5a – Storage Services Score – Stage 1 (By Package)

Product	Offeror	Stream	Calculation	Storage Services Score (E1)
Miscellaneous Package	A	General	$[(\$30.00 / \$50.00) \times 100] \times 5\%$	3.00 points
Miscellaneous Package	B	General	$[(\$30.00 / \$30.00) \times 100] \times 5\%$	5.00 points
Miscellaneous Package	C	General	$[(\$30.00 / \$35.00) \times 100] \times 5\%$	4.29 points
Miscellaneous Package	AAA	PSAB	$[(\$25.00 / \$25.00) \times 100] \times 5\%$	5.00 points

Table 5b – Storage Services Score – Stage 2 (By Item)

Product	Offeror	Stream	Calculation	Storage Services Score (E2)
Disposable Sheets	A	General	$[(\$30.00 / \$30.00) \times 100] \times 5\%$	5.00 points
Disposable Sheets	ABC	General	$[(\$30.00 / \$60.00) \times 100] \times 5\%$	2.50 points
Disposable Sheets	WXY	General	$[(\$30.00 / \$45.00) \times 100] \times 5\%$	3.33 points
Dishwasher	B	General	$[(\$30.00 / \$50.00) \times 100] \times 5\%$	3.00 points
Dishwasher	MNM	General	$[(\$30.00 / \$40.00) \times 100] \times 5\%$	3.75 points
Dishwasher	C	General	$[(\$35.00 / \$35.00) \times 100] \times 5\%$	5.00 points
Top Mount Refrigerator	PST	General	$[(\$30.00 / \$30.00) \times 100] \times 5\%$	5.00 points
Utility Cart	ISC1	PSAB	$[(\$25.00 / \$50.00) \times 100] \times 5\%$	2.50 points
Utility Cart	AAA	PSAB	$[(\$25.00 / \$25.00) \times 100] \times 5\%$	5.00 points
Utility Cart	D	PSAB	$[(\$25.00 / \$30.00) \times 100] \times 5\%$	4.17 points

Table 6a – Basket of Products Pricing Score – Stage 1 (By Package)

Product	Offeror	Stream	Calculation	Basket of Products Pricing Score (F1)
Miscellaneous Package	A	General	$[(\$1,000 / \$1,000) \times 100] \times 65\%$	65.00 points
Miscellaneous Package	B	General	$[(\$1,000 / \$1,200) \times 100] \times 65\%$	54.17 points
Miscellaneous Package	C	General	$[(\$1,000 / \$1,500) \times 100] \times 65\%$	43.33 points
Miscellaneous Package	AAA	PSAB	$[(\$2,000 / \$2,000) \times 100] \times 65\%$	65.00 points

Table 6b – Basket of Products Pricing Score – Stage 2 (By Item)

Product	Offeror	Stream	Calculation	Basket of Products Pricing Score (F2)
Disposable Sheets	A	General	$[(\$40.00 / \$50.00) \times 100] \times 65\%$	52.00 points
Disposable Sheets	ABC	General	$[(\$40.00 / \$40.00) \times 100] \times 65\%$	65.00 points
Disposable Sheets	WXY	General	$[(\$40.00 / \$45.00) \times 100] \times 65\%$	57.78 points
Dishwasher	B	General	$[(\$1,000 / \$2,000) \times 100] \times 65\%$	32.50 points
Dishwasher	MNM	General	$[(\$1,000 / \$3,000) \times 100] \times 65\%$	21.67 points
Dishwasher	C	General	$[(\$1,000 / \$1,000) \times 100] \times 65\%$	65.00 points
Top Mount Refrigerator	PST	General	$[(\$3,000 / \$3,000) \times 100] \times 65\%$	65.00 points
Utility Cart	ISC1	PSAB	$[(\$150.00 / \$150.00) \times 100] \times 65\%$	65.00 points
Utility Cart	AAA	PSAB	$[(\$150.00 / \$175.00) \times 100] \times 65\%$	55.71 points
Utility Cart	D	PSAB	$[(\$150.00 / \$170.00) \times 100] \times 65\%$	57.35 points

Table 7a - Total Financial Score – Stage 1 (By Package)

Product	Offeror	Stream	Delivery Score + Installation Score + Inventory Services Scores + Storage Services Score + Basket of Product(s) Pricing Score	Total Financial Score (A1 + B1 + C1 + D1 + E1 + F1)
Miscellaneous Package	A	General	8.00 + 1.43 + 4.75 + 3.00 + 65.00	82.18 points*
Miscellaneous Package	B	General	0 + 0 + 5.00 + 5.00 + 54.17	64.17 points*
Miscellaneous Package	C	General	4.00 + .71 + 4.75 + 4.29 + 43.33	57.08 points

Miscellaneous Package	AAA	PSAB	0 + 0 + 5.00 + 5.00 + 65.00	75.00 points*
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\*highest scores

Table 7b - Total Financial Score – Stage 2 (By Item)

Product	Offeror	Stream	Delivery Score + Installation Score + Inventory Services Scores + Storage Services Score + Basket of Product(s) Pricing Score	Total Financial Score (A2 + B2 + C2 + D2 + E2 + F2)
Disposable Sheets	A	General	8.00 + 0 + 3.75 + 5.00 + 52.00	68.75 points*
Disposable Sheets	ABC	General	16.00 + 2.50 + 3.00 + 2.50 + 65.00	89.00 points*
Disposable Sheets	WXY	General	0 + 1.25 + 5.00 + 3.33 + 57.78	67.36 points
Dishwasher	B	General	5.71 + 0 + 3.95 + 3.00 + 32.50	45.16 points*
Dishwasher	MNM	General	0 + 1.67 + 3.75 + 3.75 + 21.67	30.84 points
Dishwasher	C	General	14.28 + 2.92 + 5.00 + 5.00 + 65.00	92.20 points*
Top Mount Refrigerator	PST	General	0 + 0 + 5.00 + 5.00 + 65.00	75.00 points*
Utility Cart	ISC1	PSAB	20.00 + 0 + 3.75 + 2.50 + 65.00	91.25 points*
Utility Cart	AAA	PSAB	0 + 5.00 + 5.00 + 5.00 + 55.71	70.71 points
Utility Cart	D	PSAB	6.67 + 4.00 + 3.75 + 4.17 + 57.35	75.94 points*

\*highest scores

The top 2 ranking responsive offers per item with the highest total financial score on each stream will be recommended for issuance of Standing Offer agreement(s). In above scenario, the following table shows the Offerors that will be recommended for issuance of a Standing Offer:

Table 8 – Results Summary - Offerors to be recommended for Standing Offer

Package or Item	Offeror(s)	Stream
Miscellaneous Package	A and B	General
Miscellaneous Package	AAA	PSAB
Disposable Sheets	ABC and WXY	General
Dishwasher	B and C	General
Top Mount Refrigerator	PST	General
Utility Cart	ISC1 and D	PSAB

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Offer

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

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

In accordance with the 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 website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### 5.1.2 Set-aside for Aboriginal Business (PSAB SO Submissions Only)

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see Annex 9.4 of the *Supply Manual*.
2. The Offeror:
  - i. certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
  - ii. agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
  - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex
3. The Offeror must check the applicable box below:
  - i. ( ) The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

**OR**

- ii. ( ) The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Offeror must check the applicable box below:
  - i. ( ) The Aboriginal business has fewer than six full-time employees.

**OR**

- ii. ( ) The Aboriginal business has six or more full-time employees.
5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.
6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

#### 5.1.3 Owner/Employee Certification - Set-aside for Aboriginal Business (PSAB SO Submissions Only)

If requested by the Standing Offer Authority, the Offeror must provide the following certification for each owner and employee who is Aboriginal:

I am \_\_\_\_\_ (insert "an owner" and/or "a full-time employee") of

\_\_\_\_\_ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the *Supply Manual* entitled "Requirements for the Set-Aside Program for Aboriginal Business".

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

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

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

\_\_\_\_\_  
Date

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

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

### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when offering, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the Employment and Social Development Canada-Labour's website (<https://www.Canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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.

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed Attachment 1 to Part 5 entitled Federal Contractors Program for Employment Equity - Certification, before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### **5.2.3 General Environmental Criteria Certification**

The Offeror must select and complete one of the following two certification statements.

A) The Offeror certifies that the Offeror is registered or meets ISO 14001.



Solicitation No. - N° de l'invitation  
EP803-183135/I  
Client Ref. No. - N° de réf. du client  
EP803-183135

Amd. No. - N° de la modif.  
File No. - N° du dossier  
012pps.EP803-183135

Buyer ID - Id de l'acheteur  
012pps  
CCC No./N° CCC - FMS No./N° VME

Offeror's Authorized Representative Signature

Date

or

B) The Offeror certifies that it meets and will continue to meet throughout the duration of the Standing Offer, a minimum of four (4) out of six (6) criteria identified in the table below.

The Offeror must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Offeror's organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Recycling Program in place (including electronic waste)	
Environmental or Green Registration or Certification	
Other environmental initiatives and programs in place	

Offeror's Signature

Date

#### 5.2.4 Language of Work and Deliverables

The Offeror must be able to provide the services and deliverables in both of Canada's official languages, English and French.

Offeror's Signature

Date

#### 5.2.5 Product Conformance

The Offeror certifies that all of the Offered products conform, and will continue to conform throughout the duration of the SO, to all specifications of, and meet the standards, testing requirements detailed in the Standing Offer agreement.

Offeror's Signature

Date

#### 5.2.6 Status of Availability of Resources – Offer (Account Representative and Site Supervisor)

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to

provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

Offeror's Signature

Date

## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 6.1 Security Requirements

There is no security requirements associated with the Request for Standing Offer.

### 6.2 Financial Capability

1. **Financial Capability Requirement:** The Offeror must have the financial capability to fulfill this Requirement. To determine the Offeror's financial capability, the Standing Offer Authority may, by written notice to the Offeror, require the submission of some or all of the financial information detailed below during the evaluation of offers. The Offeror must provide the following information to the Standing Offer Authority within fifteen (15) working days of the request or as specified by the Standing Offer Authority in the notice:
  - a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Offeror's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Offeror's last three fiscal years, or for the years that the Offeror has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
  - b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Standing Offer Authority, the Offeror must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Standing Offer Authority requests this information.
  - c. If the Offeror has not been in business for at least one full fiscal year, the following must be provided:
    - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
    - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Standing Offer Authority requests this information.

- d. A certification from the Chief Financial Officer or an authorized signing officer of the Offeror that the financial information provided is complete and accurate.
- e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Offeror outlining the total of lines of credit granted to the Offeror and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Standing Offer Authority requests this information.
2. If the Offeror is a joint venture, the financial information required by the Standing Offer Authority must be provided by each member of the joint venture.
3. If the Offeror is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Standing Offer Authority must be provided by the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the Offeror, and the financial capability of a parent may not be substituted for the financial capability of the Offeror itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
4. **Financial Information Already Provided to PWGSC:** The Offeror is not required to resubmit any financial information requested by the Standing Offer Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
  - a. the Offeror identifies to the Standing Offer Authority in writing the specific information that is on file and the requirement for which this information was provided; and
  - b. the Offeror authorizes the use of the information for this requirement.It is the Offeror's responsibility to confirm with the Standing Offer Authority that this information is still on file with PWGSC.
5. **Other Information:** Canada reserves the right to request from the Offeror any other information that Canada requires to conduct a complete financial capability assessment of the Offeror.
6. **Confidentiality:** If the Offeror provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the [Access to Information Act](#), R.S., 1985, c. A-1, Section 20(1) (b) and (c).
7. **Security:** In determining the Offeror's financial capability to fulfill this requirement, Canada may consider any security the Offeror is capable of providing, at the Offeror's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

### 6.3 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex D.

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

## **STANDING OFFER AGREEMENT**

### **PART 7 – STANDING OFFER ARRANGEMENT AND RESULTING CONTRACT CLAUSES**

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

1. Offer
2. Security Requirement
3. Standard Clauses and Conditions
4. Standing Offer Reporting
5. Term of Standing Offer
6. Authorities
7. Proactive Disclosure of Contracts with Former Public Servants
8. Identified Users
9. Call-up Procedures
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13. Certifications and Additional Information
14. Applicable Laws
15. Price Lists
16. Pricing
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18. Estimates
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#### **B. RESULTING CONTRACT CLAUSES**

1. Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions
6. Authorities
7. Insurance Requirements
8. Excess Goods
9. Federal Contractors Program for Employment Equity
10. Procurement Ombudsman

#### **List of Annexes (of the Standing Offer)**

- Annex A Statement of Requirement
- Annex B Products and Pricing List
- Annex C Security Requirements Check List
- Annex D Insurance Requirements
- Annex E Standing Offer Periodic Usage Reports
- Annex F Environmental Performance Considerations
- Annex G Manufacturer Authorization Letters

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

### **A. STANDING OFFER**

#### **7.1 Offer**

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

#### **7.2 Security Requirements**

**7.2.1** 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 Services and Procurement Canada.

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

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **7.4 Standing Offer Reporting**

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada.

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

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than thirty (30) calendar days after the end of the reporting period.

#### **7.5 Term of Standing Offer**

##### **7.5.1 Period of the Standing Offer**

The period for making call-ups and providing services against the Standing Offer is from (TBD) to (TBD) inclusive.

### **7.5.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to an additional four one-year periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

### **7.5.3 Delivery Points**

Delivery of the requirement will be made to delivery point(s) that will be specified in the call-up to the Standing Offer.

## **7.6 Authorities**

### **7.6.1 Standing Offer Authority**

The Standing Offer Authority is:

(Name)  
Parliamentary Precinct Acquisition Services Division  
Public Services and Procurement Canada  
Acquisitions Branch  
222 Queen Street, Suite 1401  
Ottawa, Ontario  
K1A 0S5

Telephone:  
Facsimile:  
E-mail address:

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

### **7.6.2 Project Authority**

The Project Authority for the Standing Offer will be 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 the overall management of the Project including the project's financial administration. The Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work may only be made through an amendment to the call-up issued by the Standing Offer Authority.

### **7.6.3 Technical Authority**

The Technical Authority for the Standing Offer will be identified in the call-up against the Standing Offer.

The Technical 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. The Contractor may discuss technical matters with the Technical Authority. However the Technical Authority has no authority to authorize changes to the scope of the Work. All changes to the scope of the Work may only be made through an amendment to the call-up requested of the Project Authority and then issued by the Standing Offer Authority.

#### **7.6.4 Offeror's Representative**

(To be determined.)

#### **7.7 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

#### **7.8 Identified Users**

The Identified Users authorized to make call-ups against the Standing Offer are the authorized representatives of the Parliamentary Precinct Acquisitions Services Division.

#### **7.9 Call-up Procedures**

Below are the steps required to initiate a call-up within the Standing Offer. This process applies to both the General and PSAB streams.

##### **Step 1 - Requirement Submission to the Identified User:**

The Project Authority will provide a Statement of Requirement (SOR) and a call-up estimate (including product related services and level of effort, if available) to the Identified User of this Standing Offer.

The Project Authority, at its discretion, may designate a requirement as an Aboriginal Set-Aside and issue a call-up against the PSAB stream.

The Call-up Authority may choose whichever SO Holder within a stream to use at the recommendation of the Project Authority.

##### **Step 2 - Verification of Call-up Estimate and Submission of draft Call-Up by the Identified Users:**

The Identified User will review the requirement and the call-up estimate, suggesting and providing changes to the requirement as necessary in accordance with the Standing Offer arrangement.

The Identified User will create a draft call-up and forward the draft call-up along with the SOR to confirm price and availability with the Standing Offer Holder.

A Site Visit may be conducted to confirm the call-up estimate and related work.

##### **Step 3 - Draft Call-Up Review by the Standing Offer Holder:**

The Standing Offer Holder will review the call-up and will either accept, reject or request changes to the product, product-related service and/or applicable level of effort based on the requirement of the Statement of Work.

If a modification is requested to the draft call-up, the Standing Offer Holder must provide justification on the modification to the call-up. The Technical Authority will review the modification to determine if the product, product-related service and level of effort is reasonable and acceptable. Final authority of issuance of the call-up will be the designated Call-Up Authority.

#### **Step 4 – Award of Call-up to the Standing Offer Holder:**

Once the call-up terms and conditions are finalized, including the SOR and basis of payment, the Identified User of the SO will award the call-up using below identified call-up instrument.

#### **7.10 Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

#### **7.11 Limitation of Call-ups**

Individual call-ups against the Standing Offer will be issued in accordance with Treasury Board Approval and Signing Limits for Public Services and Procurement Canada.

#### **7.12 Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions \_\_\_\_\_; *(insert number, date and title of the general conditions that will apply to the contract)*
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;



- g) Annex C, Security Requirements Check List;
- h) Annex D, Insurance Requirements;
- i) the Offeror's offer dated \_\_\_\_\_ and as clarified on \_\_\_\_\_ " **or** "as amended on \_\_\_\_\_.

## **7.13 Certifications and Additional Information**

### **7.13.1 Compliance**

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

### **7.13.2 Federal Contractors Program for Employment Equity - Setting aside**

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

## **7.14 Applicable Laws**

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

## **7.15 Price Lists**

Following issuance of a Standing Offer, it is the Offeror's responsibility to supply and update price lists and/or catalogues as Canada may require. The Offeror must provide one (1) copy of its catalogue and price list and updates to each Identified User requesting a copy. The Offeror must further send one (1) copy to the Standing Offer Authority at the address stated in the Standing Offer.

## **7.16 Pricing**

### **7.16.1 Offered Products' prices are as listed in Annex B – Products and Price List.**

The Offeror must provide Canada with any further price reductions in effect as a result of a special offering due to year end or surplus manufacturing runs, special job lots, sales, clearances or promotions.

#### **7.16.1.1 The option period pricing will be based on an annual price adjustment as calculated in the Price Escalation clause at 7.16.4.**

#### **7.16.2 Delivery and Installation rates will be a firm percentage fee, on the total value of goods, as specified in Annex B – Products and Price List. The Delivery and Installation rates will apply to the initial and option periods of the Standing Offer agreement.**

#### **7.16.3 Product-Related Services' rates are as listed in the in Annex B – Products and Price List. The Inventory and Assessment Services and Storage Services rates will apply to the initial and option periods of the Standing Offer agreement.**

#### 7.16.4 Price Adjustments – Offered Product(s)

Offerors will be authorized to modify their pricing for each option period. Pricing may be adjusted downward, upward or left the same.

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

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

<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810003001>

#### 7.17 Substitute Products

After issuance of the Standing Offer:

1. Products that are equivalent in form, fit, function and quality to the item(s) offered in the Statement of Requirement at Annex A will be considered if the item(s) offered in the Statement of Requirement at Annex A are no longer available from the manufacturer.
2. Products offered as equivalent in form, fit, function and quality will be considered where the Offeror:
  - a. designates the brand name, model and/or part number of the substitute product;
  - b. states that the substitute product is fully interchangeable with the item specified;
  - c. provides complete specifications and descriptive literature for each substitute product;
  - d. provides compliance statements that include technical specifics showing the substitute product meets all technical evaluation criteria that are specified in the Request for Standing Offers (RFSO); and
  - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any technical evaluation criteria.
3. Products offered as equivalent in form, fit, function and quality will not be considered if:
  - a. the Offeror fails to provide all the information requested to allow the Standing Offer Authority to fully evaluate the equivalency of each substitute product; or
  - b. the substitute product fails to meet or exceed the technical evaluation criteria specified in the RFSO for that item.
4. In conducting its evaluation of the substitute product, Canada may, but will have no obligation to, request the Offeror offering a substitute product to demonstrate, at the sole cost of the Offeror, that the substitute product is equivalent to the item specified in the RFSO.
5. The Offeror may be requested to provide product demonstrations for the substitute products, at no additional cost to Canada, which may include:
  - a. Information and documentation on any proposed or actual modifications, upgrades, or new options available in the substitute products; and
  - b. Sample models of the substitute product(s).

## **7.18 Estimates**

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

## **7.19 Status of Availability of Resources – Standing Offer (Account Representative and Site Supervisor)**

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

## **B. RESULTING CONTRACT CLAUSES**

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

### **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** (To be determined at call-up)

2029 (2016-04-04), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Section 12 Interest on Overdue Accounts, of 2029 General Conditions - Goods or Services (Low Dollar Value) will not apply to payments made by credit cards.

OR

2010A (2016-04-04), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

OR

2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

### **7.3 Term of Contract** (To be determined at call-up)

#### **7.3.1 Period of the Contract**

The Work is to be performed during the period of \_\_\_\_\_ (*fill in start date of the work*) to \_\_\_\_\_ (*fill in end date of the work*).

OR

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive (*fill in end date of the period*).

OR

The period of the Contract is from \_\_\_\_\_ (*fill in start date of the period*) to \_\_\_\_\_ inclusive (*fill in end date of the period*).

#### **7.3.2 Delivery Date**

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

### **7.4 Payment**

#### **7.4.1 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, as specified in \_\_\_\_\_ of the Contract for a cost of \$ \_\_\_\_\_, in Canadian Dollar, Customs duties are included, Delivered Duty Paid (DDP) Incoterms 2000. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

#### **7.4.2 Limitation of Expenditure**

7.4.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

7.4.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or

- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,  
whichever comes first.

7.4.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 7.4.3 Method of Payment (To be determined at call-up)

SACC Manual clause H1000C (insert date) Single Payment  
OR  
SACC Manual clause H1001C (insert date) Multiple Payment  
OR  
SACC Manual clause H1003C (insert date) Progress Payment  
OR  
SACC Manual clause H1008C (insert date) Monthly Payment

#### 7.4.4 SACC Manual Clauses

The following SACC Manual clauses apply to and form part of the Contract.

SACC Reference	Section	Date
A1009C (Use this clause only in conjunction with general conditions <a href="#">2010B</a> or <a href="#">2029</a> ; not with 2035 as the subject is already covered under the inspection provision.)	Work Site Access	2008-05-12
A9117C	T1204 – Direct Request by Customer Department	2007-11-30
A9068C	Government Site Regulations	2010-01-11
B6802C	Government Property	2007-11-30
B9028C	Access to Facilities and Equipment	2007-05-25
C0705C	Discretionary Audit	2010-01-11
D5328C	Inspection and Acceptance	2007-11-30
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30

#### 7.4.5 Definition of a Day

A work day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the daily rate will be prorated to reflect the actual time worked.

Hours worked X firm all-inclusive rate  
7.5 hours

#### 7.4.6 Disbursements and Travel Time

The Product-related services' all-inclusive rates specified are inclusive of overhead expenses such as administrative support, facsimile, courier, photocopying, mail, word processing, other operating costs and any time spent traveling to locations. Accordingly, separate billing of any items related to the routine cost of doing business or time spent traveling shall not be permitted under any resulting contract.

## **7.5 Invoicing Instructions**

7.5.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices may not be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. copy of the invoices
- d. a copy of the progress report as applicable

7.5.2 The Contractor will provide invoices that include the following breakdown:

- i. Number of goods purchased
- ii. Number of goods accessories purchased

The following information must be included:

- i. Model number
- ii. Reference number (or Component Code(s))
- iii. Description of good
- iv. Order date
- v. Delivery date
- vi. Price
- vii. Separate pricing for delivery and installation

7.5.3 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment, within 10 working days from the delivery and acceptance date.

\_\_\_\_\_(Name to be determined at call-up)  
\_\_\_\_\_(Address to be determined at call-up)

## **7.6 Authorities**

### **7.6.1 Call-up (Contracting) Authority**

The Call-up Authority is:

(insert name and address)

Telephone:

Facsimile:

E-mail address:

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### **7.6.2 Project Authority**

The Project Authority is:

(insert name and address)

Telephone:

Facsimile:

E-mail address:

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 the overall management of the Project including the project's financial administration. The Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work may only be made through an amendment to the call-up issued by the Standing Offer Authority.

### **7.6.3 Technical Authority**

The Technical Authority is:

(insert name and address)

Telephone:

Facsimile:

E-mail address:

The Technical 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. The Contractor may discuss technical matters with the Technical Authority. However the Technical Authority has no authority to authorize changes to the scope of the Work. All changes to the scope of the Work may only be made through an amendment to the call-up requested of the Project Authority and then issued by the Standing Offer Authority.

## **7.7 Insurance Requirements**

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **7.8 Excess Goods**

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

## **7.9 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## **7.10 Procurement Ombudsman**

### **7.10.1 Dispute Resolution Services**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

### **7.10.2 Contract Administration**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).



Solicitation No. - N° de l'invitation  
EP803-183135/I  
Client Ref. No. - N° de réf. du client  
EP803-183135

Amd. No. - N° de la modif.  
File No. - N° du dossier  
012pps.EP803-183135

Buyer ID - Id de l'acheteur  
012pps  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "A"**  
**STATEMENT OF REQUIREMENT**

Refer to attached document.

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## **ANNEX "B"**

### **PRODUCTS & PRICING LIST**

To be added upon issuance of a Standing Offer agreement.

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## **ANNEX “C”**

### **SECURITY REQUIREMENTS CHECK LIST**

To be added upon award of a Call-up.

## ANNEX "D"

### INSURANCE REQUIREMENTS

#### Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada shall read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
  - o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
  - p. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - q. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by

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registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

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## ANNEX "E"

### STANDING OFFER PERIODIC USAGE REPORT

Standing Offer Holder Name: \_\_\_\_\_

Standing Offer Arrangement Number: \_\_\_\_\_

Reporting Period: \_\_\_\_\_

(check, if applicable)

We provided business with the Federal Government for this period. ( )

Nil Report: We do not have any business with the Federal Government for this period. ( )

Standing Offer Number	SO Holder Name	Call-up Number	Date of Call-up	Delivery Date	Installation Date	Breakdown of Goods	Unit Pricing	Total Value of Call-up (including Amendments)

Prepared By: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
Date of Signature

## ANNEX "F"

### ENVIRONMENTAL PERFORMANCE CONSIDERATIONS

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

Offeror Rating: \_\_\_\_\_

#### QUESTIONNAIRE

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

#### **For Miscellaneous items without a motor (Table 1a), OHSE except the AED (Tables 1c) and Smallwares (Table 1d) products offered on Attachment 2 to Part 4**

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

The maximum total points are 16. Two points are awarded for each performance criteria correctly attained.

- No star will be given to an Offeror if it does not provide adequate information into this section, or it obtains zero (0) point.
- One (1) star will be given to an Offeror that obtains any points up to 6 points.
- Two (2) stars will be given to an Offeror that obtains more than 8 points and up to 12 points.
- Three (3) stars will be given to an Offeror that obtains more than 14 points and up to 16 points.

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

#### **Offerors Business Practices:**

1. Evidence of an Environmental Management System (EMS) (e.g., International Organization for Standardization (ISO 14001))
2. Have an Environmental Policy in place
3. Demonstrate commitment to voluntary environmental initiatives or community-based environmental projects
4. Member of national industry organization pursuing environmental stewardship including reuse & recycle (specify name/organization)

#### **Packaging:**

5. Manufacturer uses recyclable packaging
6. Manufacturer uses reusable packaging

#### **Disposal:**

7. Offer take-back programs for products
8. Manufacturer offers recycling

#### **For Appliances (Table 1b) and Miscellaneous items with a motor (Table 1a) and AED (OHSE, Table 1c) products offered on Attachment 2 to Part 4**

The star rating for each Offeror will be identified in each successful Offeror's Standing Offer as well as on a Government web site. It will then be up to each Offeror to market to Identified Users their green star rating. GC plans to identify to Identified Users, the Offerors green star rating on our internal web site. The maximum total points are 24. Two points are awarded for each performance criteria correctly attained.

- No star will be given to an Offeror if it does not provide adequate information into this section, or it obtains zero (0) point.
- One (1) star will be given to an Offeror that obtains any points up to 9 points.
- Two (2) stars will be given to an Offeror that obtains more than 10 points and up to 18 points.
- Three (3) stars will be given to an Offeror that obtains more than 19 points and up to 24 points.

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

**Offerors Business Practices:**

1. Evidence of an Environmental Management System (EMS) (e.g., International Organization for Standardization (ISO 14001))
2. Have an Environmental Policy in place
3. Demonstrate commitment to voluntary environmental initiatives or community-based environmental projects
4. Member of national industry organization pursuing environmental stewardship including reuse & recycle (specify name/organization)

**Products:**

5. Offer ENERGY STAR equipment
6. Offer products that meet WEEE (Waste and Electrical Electronic Equipment)
7. Offer products that are Restriction of Hazardous Substances (RoHS) certified
8. Offer products that are TCO Certified.

**Packaging:**

9. Manufacturer uses recyclable packaging
10. Manufacturer uses reusable packaging

**Disposal:**

11. Offer take-back programs for products
12. Manufacturer offers recycling



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**ATTACHMENT 1 TO PART 4 (OF THE REQUEST FOR STANDING OFFER)**

**FINANCIAL PRESENTATION SHEET**

Refer to attached document.

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**ATTACHMENT 2 TO PART 4 (OF THE REQUEST FOR STANDING OFFER)**

**OFFERED PRODUCTS LIST**

Refer to attached document.

## ATTACHMENT 1 TO PART 5 (OF THE REQUEST FOR STANDING OFFER)

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Offeror certifies having no work force in Canada.
- ☐ A2. The Offeror certifies being a public sector employer.
- ☐ A3. The Offeror certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Offeror has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1 The Offeror certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.
- OR
- ☐ A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Offeror is not a Joint Venture.

OR

- ☐ B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions).