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Request for Standing Offer (RFSO)

Solicitation No.	2BP3-91919	Date	February 01, 2023
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Time Zone	Eastern Standard Time (EST)	
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THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes.

1.2 Summary

This solicitation consists of a Request For Standing Offer (RFSO) on behalf of Global Affairs Canada (GAC) for acquiring, deploying, operating and maintaining printing devices for GAC offices within Canada and offices located internationally. The requirements include the following:

- a. The delivery, transferring, and removal of devices;
- b. Provisioning of all consumables (except paper);
- c. Maintenance, warranty and issue resolution;

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services 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 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2006 (2022-12-01) 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 (2022-12-01), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Offers

Offers must be submitted via email to the Standing Offer Authority named on Page One by the date, time and place indicated in the RFSO.

2.3 Former Public Servant

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: 2019-01 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.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 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 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that the offer be gathered per section and separated as follows:

Section I: Technical Offer (1 soft copy)
Section II: Financial Offer (1 soft copy)
Section III: Certifications (1 soft copy)

Section IV: Additional Information (1 soft copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, Offerors are encouraged to submit offers electronically. If hard copies are required, Offerors should:
 - a. 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
 - b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment.

3.2 Electronic Payment of Invoices - Offer

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

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

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

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

Section IV: Additional Information

3.3 Offeror's Proposed Sites or Premises Requiring Safeguarding Measures

- 3.3.1** As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

- 3.3.2** The Company Security Officer must ensure through the Contract Security Program that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) Requests for Clarifications: If Canada seeks clarification or verification from the Offeror regarding its offer, the Offeror will have 2 working days or such longer period as is specified in writing by the Standing Offer Authority to provide the necessary information to Canada. Failure to meet this deadline will result in the offer being declared non-compliant.

Requests for Further Information: If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:

- (i) verify any or all information provided by the Offeror in its offer; OR
(ii) contact any or all references supplied by the Offeror to verify and validate any information submitted by the Offeror,

The Offeror must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.

Extension of Time: If the Offeror requires additional time, time may be granted at the sole discretion of the Standing Offer Authority.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

See attached Annex "E" – Evaluation Criteria

4.1.1.2 Point Rated Technical Criteria

See attached Annex "E" – Evaluation Criteria

4.1.2 Financial Evaluation

4.1.2.1

SACC Manual Clause M0220T (2016-01-28), Evaluation of Price - Offer

4.2 Basis of Selection

To be declared responsive, an offer must:

- a. comply with all the requirements of the Request for Standing Offers;
- b. meet all mandatory technical evaluation criteria; and
- c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating.

Offers not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive offer that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive offer with the lowest evaluated price per point will be recommended for issuance of a standing offer.

4.2.1 Evaluation of Price - Offer

SACC Manual Clause M0220T (2016-01-28), Evaluation of Price

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

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

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Security Requirements – Required Documentation

In accordance with the [requirements of the Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>), the Offeror must provide a completed Application for Registration (AFR) form to be given further consideration in the procurement process.

Offerors are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, offerors who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extensions granted by the Contracting Authority in its discretion), or if Canada requires further information from the Offeror in connection with assessing the request for security clearance (i.e., information not required by the AFR), the Offeror will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Offeror fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

5.2.3 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 \(ESDC\) - Labour's](#) website.

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

5.2.4 OEM Certification

As part of the evaluation, Canada requires OEM Certifications for all Hardware being offered. If the Offeror is itself the OEM, it must provide the certification entitled "OEM Certification - Offeror OEM of Hardware Offered". If the Offeror is not the OEM, it must provide the certification entitled "OEM Certification - Offeror Not OEM of Hardware Offered". If the Offeror is offering Hardware from multiple OEMs, a separate certification must be provided in respect of each OEM.

Offerors are requested to complete and submit Form 2, Manufacturer Certifications.

5.2.5 Rate or Price Certification

Price Protection - Most Favoured Customer

- a) Items (b) to (h) apply to non-evaluated goods and services only.
- b) The Offeror certifies that to the prices it is charging to Canada under any resulting Call-up or Contract are not higher than the lowest prices/rates that it has charged any other customer (including other Government of Canada entities) for a similar quality and quantity of goods and services in the year before the Call-up/Contract was awarded.
- c) The Offeror also certifies that, if after the date of any resulting Call-up/Contract(s) it reduces the prices it charges to other customers for a similar quality and quantity of goods and services, it will reduce the prices for all remaining deliveries under any existing Call-up/Contract (s) (with notice to the Standing Offer Authority).
- d) At any time during the 6 years after making the final payment under any resulting Call-up/Contract or until all claims and disputes then outstanding are settled, whichever is later, Canada has the right to audit the Offeror's records to verify that it is receiving (or has received) these prices. Canada will give at least 2 weeks of notice before the audit.
- e) During this audit, the Offeror must produce invoices and contracts for similar quality or quantity of goods or services sold to other customers from one year before the Call-up/Contract was awarded until the end of the Contract Period. If the Offeror is required by law or by contract to keep another customer's information confidential, the Offeror may black out any information on the invoices or contracts that could reasonably reveal the identity of the customer (such as the customer's name and address), as long as the Offeror provides, together with the invoices and contracts, a certification from its Senior Financial Officer describing the profile of the customer (e.g., whether it is a public sector or private sector customer and the customer's size and service locations).
- f) In determining whether the goods and services sold to another customer were of similar quality, the terms and conditions of the contract under which those goods and services were delivered will be considered, if those terms and conditions are reasonably likely to have had a material effect on pricing.
- g) If Canada's audit reveals that the Offeror charged lower prices for a similar quality and quantity of goods and services under any contract where deliveries were made in the year before the Call-up/Contract was awarded, or that the Offeror delivered additional goods or services under the Contract after reducing its prices for other customers but without reducing the prices under resulting Call-up/Contract(s), then the Offeror must pay to Canada the difference between the amount charged to Canada and the amount charged to the other customer, up to a maximum of 25% of the value of the Call-up/Contract.
- h) Canada acknowledges that this commitment does not extend to prices charged by any affiliates of the Offeror.

5.2.6 Offeror certifies that all equipment and software is "Off-The-Shelf"

Any equipment and software offered to meet this requirement must be "off-the-shelf" (unless otherwise stated in this RFSO/R-DISO), meaning that each item of equipment and software is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the equipment or software offered is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the RFSO closing date. By submitting an offer, the Offeror is certifying that all the equipment and software offered is off-the-shelf.

5.2.7 Code of conduct certifications

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Before access to sensitive information is provided to the Offeror, the following conditions must be met:
 - (a) the Offeror's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 – Standing Offer and Resulting Contract Clauses;
 - (b) the Offeror's security capabilities must be met as indicated in Part 7 – Standing Offer and Resulting Contract Clauses.
3. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Financial Capability

SACC Manual clause [M9033T](#) (2011-05-16) Financial Capability

6.3 Insurance Requirements

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

- 7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

7.2 Security Requirements

7.2.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of **RELIABILITY**, with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **RELIABILITY** as required, granted or approved by the CISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by CISD/PWGSC, the Contractor/ personnel **MAY NOT HAVE ACCESS** to (**CLASSIFIED/PROTECTED**) information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without an escort.
3. The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce or store any sensitive CLASSIFIED information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of **PROTECTED B**.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex B;
 - (b) Industrial Security Manual (Latest Edition).

The Standing Offer Authority or Authorized User making a Call-up against an NMSO may, in its discretion, substitute an alternative Security Requirement by adding a revised SRCL. In such instances, the Call-up will only be issued to an offeror who, at the time satisfies the Security Requirement specified by the Identified User.

7.2.2 Offeror's Sites or Premises Requiring Safeguarding

7.2.2.1 Where safeguarding measures are required in the performance of the Work, the Offeror must diligently maintain up-to-date the information related to the Offeror's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

7.2.2.2 The Company Security Officer must ensure through the [Contract Security Program](#) that the Offeror and individual(s) hold a valid security clearance at the required level.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

[2005](#) (2022-12-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from issuance of the Standing Offer to (*Five-year period to be inserted at the issuance of the standing offer*).

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror irrevocably offers to extend its offer for 2 additional 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 before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

7.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Appendix B: GAC MFD LOCATIONS of Annex "A" – Statement Of Work..

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

(To be inserted at Standing Offer award.)

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, the Standing Offer

Authority is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority

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

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

7.6 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Global Affairs Canada.

7.8 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 2 and 3 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)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included).

7.11 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 (2022-12-01), General Conditions - Standing Offers - Goods or Services;
- d) the supplemental general conditions:
 - 4001 (2013-01-28) Hardware Purchase, Lease and Maintenance;
 - 4003 (2010-08-16) Licensed Software;
 - 4004 (2010-08-16) Maintenance and Support Services for Licensed Software
- (e) the general conditions:
 - 2030 (2013-03-21) General Conditions - Higher Complexity - Goods, apply to and form part of the Contract;
 - 2035 (2013-03-21) General Conditions - Higher Complexity Services, apply to and form part of the Contract;
- e) Annex A, Statement of Work
- f) Annex B Security Requirements Check List (*if applicable*);
- g) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

7.12 Certifications and Additional Information

7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer 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 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 _____ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

7.14 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

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.

8.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

8.2 Standard Clauses and Conditions

8.2.1 General Conditions

2030 (2013-03-21) General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

Section 19 Interest on Overdue Accounts; of 2030 (2013-03-21) General Conditions - Higher Complexity - Goods will not apply to payments made by credit cards.

2035 (2013-03-21) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Section 17 Interest on Overdue Accounts, of 2035 (2013-03-21) General Conditions - Higher Complexity - Services, will not apply to payments made by credit cards.

8.2.2 Supplemental General Conditions

4001 (2013-01-28) Hardware (Goods and Services) Purchase, Lease and Maintenance, apply to and form part of the Contract;

4003 (2010-08-16) Licensed Software, apply to and form part of the Contract;
Section 02 License Grant, part 4 of 4003 (2010-01-11) Licensed Software refers to "Device License" instead of "User License".

4004 (2010-08-16) Maintenance and Support Services for Licensed Software, apply to and form part of the Contract.

8.3 Term of Contract

Contract Period: The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which:

- (a) begins on the date the Call-up is awarded; and
- (b) ends on the day that the Hardware Maintenance Period for the most recently acquired goods and services expires, or on the day that the final Maintenance work initiated during the Hardware Maintenance Period is complete, or at the end the of Cost-per-image (CPI) commitment period, whichever is later.

8.3.1 Period of the Contract

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

8.3.2 Delivery Date

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

(a) **Standing Offer Devices Delivery Date:** Unless otherwise specified in the Call-up or the Authorized User has agreed in writing to other arrangements, delivery of all Goods and Services must be made within the following period (the "Delivery Date"):

- (i) 15 FGWD's for orders of fewer than 20 Hardware products; or
- (ii) 20 FGWD's calendar days for orders of 20 or more Hardware products.

(b) **Delivery of Goods and Services:** The Offeror agrees to deliver goods and services based on the requirements indicated in the Annex A SOW and within the Call-up, to the Identified User, according to the prices, terms and conditions in this Standing Offer. Goods and Services must be delivered on an "as and when requested" basis to the location(s) specified in the Call-up, which may be locations anywhere in Canada.

(c) **Hardware to be New, Off-the-Shelf, and Current:** In addition to and notwithstanding 4001 (2010-01-11) Supplemental General Conditions "Hardware Purchase, Lease and Maintenance" Section 02 "Hardware Must Be New", The Hardware must be new and unused (however, some parts used in the manufacture of the Hardware may be refurbished, if they are certified as equal quality to new and unused parts); "off-the-shelf" (composed of standard equipment requiring no further research or development); of current manufacture (still in production and actively marketed by the OEM); and conform to the current issue of the applicable specification and/or part number of the OEM.

(d) **Contact after receipt of Call-up:** Upon receipt of the Call-up, the Contractor must acknowledge receipt and advise the Authorized User of its best delivery date (which date must be no later than the "Delivery Date"). If the required number of goods and services exceeds or threatens to exceed the Offeror's ability to supply by the "Delivery Date", the Offeror must immediately advise the Standing Offer / Contracting Authority and the Authorized User. The Contracting Authority will have the option of terminating the Call-up for default, extending the delivery date, or of accepting late delivery. Deliveries received after the "Delivery Date" will be subject to liquidated damages.

(e) **Contact before Delivery:** Unless otherwise specified in the Annex A SOW, Call-up or the Authorized User has agreed in writing to other arrangements, the Offeror must contact the Authorized User (or any individual designated as "Delivery Contact" in the Call-up) a minimum of twenty-four (24) hours prior to the delivery of any Goods and Services. Failure to make contact may result in the shipment being refused at destination; any re-shipping costs will be the Offeror's responsibility.

(f) **Delivery Report:** In addition the Annex A SOW reporting requirement, if specified in the Call-up, the Offeror must provide the Authorized User with a Delivery Report detailing the delivery location and asset number if applicable of all goods and services delivered within two weeks of delivery.

(g) **Licensed Software:** The Goods and Services must be delivered with any software specified in the Call-up or required for the Goods and Services to function in accordance with the SOW requirements". The Licensed Software must be the current release and, unless otherwise specified, require no further research or development to meet the requirements (and any other functionality described in the Standing Offer or Call-up).

(h) **Configuration:** The Offeror must deliver all Goods and Services in accordance with the NMSO configuration, as defined in the Annex A and Annex A-1 SOW as applicable. If the Call-up specifically requests changes to the NMSO Configuration the Offeror must configure the Goods and Services , including installation of all additional goods and services ordered on the initial Call-up, prior to shipment of the goods and services to the delivery destination.

(i) **Exercising Options to Supply Optional Additional Quantities:** If this Standing Offer was issued using SSC authority, options to purchase additional quantities specified in the Call-Up may be exercised through amendments to the Call-up at any time within the time frame specified in the Call-up. Canada is under no obligation to purchase any optional quantities.

If this Standing Offer was made by an Authorized User issuing a Call-up directly, the Offeror agrees not to supply any additional quantities, specially that goes above the authorized user call-up limitation (i.e. additional quantities may only be specified in Call-ups made by the Contracting Authority).

(j) **Substitution of Goods and Services:** If this Offer was issued using SSC's authority, and if Canada exercises its option to purchase additional quantities specified in the Call-up and the Hardware has, since the time the Call-up was issued, been the subject of a substitution under the Offeror's Standing Offer, the Offeror may notify the Standing Offer Authority and substitute the Hardware currently listed on the Offeror's Standing Offer on the e-commerce platform that meets the specifications of the Call-up; however, the Offeror must supply the substituted item at the original price provided for in the Call-up. Substitutions will only be permitted if and when Canada exercises its option to purchase additional quantities; for greater certainty, substitutions will not be permitted for the delivery of the original quantities required to be delivered under this Standing Offer.

8.3.3 Compatibility Sub-Test

For any Call-up of 5 units of Goods and Services or more, an Authorized User or the Standing Offer Authority may specify, prior to placing a Call-up, that the Contractor provide a unit of Goods and Services in the configuration(s) required for a compatibility sub-test, prior to delivery of the Goods and Services, to determine whether the ordered Goods and Services will meet the Authorized User's compatibility requirements. To complete these tests, the Contractor must deliver and set up within 15 FGWD. Goods and Services provided for compatibility sub-testing will be delivered and set up at no additional cost to the Identified User.

The Goods and Services delivered for testing must:

- (i) be configured in accordance with the Identified Users actual requirements;
- (ii) be loaded with all necessary software inclusive of drivers; and
- (iii) be compatible with the specific hardware devices (inclusive of access control devices), network and or software (inclusive of applications and drivers) requirements identified by the Authorized User or the Standing Offer Authority at the time notice of testing is given to the Contractor.

If the testing indicates that some upgrades/changes (for example, to the drivers or firmware) are required, Canada will work with the Contractor to resolve these issues, provided they are reasonable within a reasonable period. If testing demonstrates that the Goods and Services are not compatible with the Identified User's particular environment, the Call-up may be cancelled in its entirety and the next highest ranked Offeror will be considered.

If the test unit provided is new and is to be delivered to the end-user's location, and if it is agreed upon with the Authorized User, the test unit may be considered as the first unit of the subsequent delivery. Once compatibility is assured, arrangements will be made for delivery of the rest of the order.

8.3.4 Inspection and Acceptance

All goods and services as required and specified in a Call-up is subject to inspection and acceptance by the Authorized User in accordance with Supplemental General Conditions 4001.

If the delivered goods and services do not correspond to goods and services offered under the Standing Offer or otherwise specified in the Call-up, or if the goods and services do not meet requirements described in the Annex A Statement of Work and the Call-up, the Offeror will be in default of this standing offer and Canada may reject the goods and services or require correction at the sole expense of the Offeror before accepting them.

No payment for any goods or services is due under the Call-up unless the work is accepted. No restocking fees or other charges will apply to goods and services that are not accepted.

8.4 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.

8.5 Payment

8.5.1 Basis of Payment

(a) For the supply (Lease, Purchase or Rental) as covered in Annex A – Statement Of Work, delivery, configuration, installation, move, add, change and replace (if required by the Call-up), integration (if required by the Call-up) and user training (if required by the Call-up), of the Goods and Services described in the Call-up, including the associated documentation, and including the Hardware Maintenance (Warranty) Service, the Contractor will be paid:

1. If this Contract results from a Call-up made directly by an Authorized User within the Call-up Limitations set out in the Standing Offer, the current prices and applicable DISO discounts published on the e-commerce platform on the date the Call-up is issued; or
2. If this Contract results from a Call-up made by the Contracting Authority, the prices set out in the Call-up.

(b) **GST/HST:** The Goods and Services Tax (GST) and the Harmonized Sales Tax (HST) are extra. GST/HST, to the extent applicable, must be incorporated into all invoices and progress claims and will be paid by Canada. GST/HST must be shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST/HST does not apply must be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any GST/HST paid or due.

(c) **Provincial Sales Tax:** The prices do not include provincial sales tax. If a provincial sales tax license number or a signed Certificate of Exemption is not provided in a Call-up, the provincial sales tax, if applicable, may be added to the invoice by the Contractor as a separate item and will be paid by Canada (unless Canada provides the provincial sales tax license number or a signed Certificate of Exemption with its payment).

(d) **Provincial Electronics Disposal Surcharge:** If the Goods and Services is delivered, whether through lease or purchase, to a province that has in place a provincially legislated electronics disposal surcharge, all standing offer prices are exclusive of this surcharge (if applicable) unless otherwise indicated. The surcharge is extra to the price and will be paid by Canada to the Contractor who will bear full responsibility for remitting any such surcharges to the appropriate authority.

(e) **Credit Card Payment:** The Contractor will not add any surcharge for payment by credit card.

8.5.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

8.5.3 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);

- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

8.6 Invoicing Instructions

The Contractor must submit invoices in accordance with the information below:

- (a) The Contractor must submit invoices in accordance with the General Conditions 2030.
- (b) For the lease of Goods and or Services and/or the provision of Consumables through a CPI program, the Contractor must submit invoices in arrears on a monthly basis, or on a quarterly basis when this is requested by Canada.

By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

The Contractor must provide the original copy of each invoice to the Authorized User or Invoicing Contact listed in the Call-up. A copy of the invoice must be provided to the Standing Offer Authority when specified in the Call-up document.

All invoices must contain at a minimum:

- (a) Device model, serial number, asset tag when applicable, and SSC coding
- (b) part number(s) and SSC coding of any optional features, and Add-Ons and or services
- (c) detailed description of any additional Professional Services (if applicable) and SCC coding
- (d) destination address
- (e) installation date and commitment period or maintenance services period, (if applicable)
- (f) warranty period and/or Advance Exchange period
- (g) the accurate monthly volume and date meter reading taken, (if applicable)
- (h) Standing Offer prices
- (i) print or copy credits, (if applicable)
- (j) total billing for the invoice period

The company submitting the invoices pursuant to any given call-up must be the same as the company to whom the call-up is placed. Invoices must NOT be sent to a client from a third party not named in the call-up.

8.7 Lease Expiration, Termination and Option to Purchase

Commitment Period: The period from a lease start to end date is the lease Commitment Period.

Expiration Notice: The Offeror must notify the Authorized User a minimum of ninety (90) days before the expiration date of any lease Commitment Period. This reminder will allow for a timely reassessment of the end user's requirements.

Lease Termination: Canada may at its option, with two weeks notice, terminate the use of any installed device and or Additional Features and Add-On items under lease. If no future date is indicated in the termination the termination date will take effect at the end of the month following the end of the two week notice period.

The Termination Fee will be equal to the remaining value of the Fixed Monthly Rate payments. In no event will the Termination Fee exceed the amount that would have been due had the lease not been terminated. The Termination Fee must not include the Residual Value on the lease.

Termination of Leased Additional Features or Add-On Items: Should the Authorized User wish to remove Additional Features or Add-On items prior to the completion of the applicable lease, this is not considered a termination of the base unit. However, the Contractor may charge a termination fee for the option(s) removed that will be determined in the same way as for the base Hardware but with the Adjusted Amount to be determined from the FMR of the optional equipment only. There will be no additional Professional Services charges for the removal of equipment.

End-of-Lease Option to Purchase: Canada may at its sole discretion pay the lease residual amount (15% = 2-yr term, 10% = 3-yr term, 5% = 4-yr term and \$1 = 5-yr term to purchase any leased device at the end of the lease term. These prices will be ceiling prices posted on the e-commerce platform and may be negotiated downward if acceptable to the Offeror and Authorized User. Canada may, at its sole discretion, discontinue the CPI at no additional cost to Canada, or retain the CPI for the device as published in the Service Catalogues. When Canada purchases a device, the device will no longer be subject to any Fixed Monthly Rate.

8.8 Insurance

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

8.9 Limitation of Liability - Information Management/Information Technology

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this section, even if it has been made aware of the potential for those damages.
2. First Party Liability:
 - (a) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (i) any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - (ii) physical injury, including death.
 - (b) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.

(c) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.

(d) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (a) above.

(e) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:

(i) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and

(ii) any other direct damages, including all identifiable direct costs to Canada associated with reprocurring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (ii) of the greater of 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph (e) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

(a) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

3 Third Party Claims:

(a) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

(b) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (a), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real

or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

(c) The Parties are only liable to one another for damages to third parties to the extent described in this paragraph.

8.10 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A"

STATEMENT OF WORK - See attached Annex A – Statement Of Work

ANNEX "B"

SECURITY REQUIREMENTS CHECK LIST See attached Annex C – Security Requirements Check List

ANNEX "C" to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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

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

ANNEX "D" to PART 5 OF THE REQUEST FOR STANDING OFFERS

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)

Solicitation No. - N° de l'invitation

2BP3-91919

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

R000091919

Amd. No. - N° de la modif.

File No. - N° du dossier

R000091919

IT Pro No. -

64359

CCC No./N° CCC - FMS No./N° VME

ANNEX “E”

EVALUATION CRITERIA – See attached Annex “E” – Evaluation Criteria

ANNEX “F”

APPLICATION FOR REGISTRATION (AFR) – See attached Annex “F” – Application For Registration (AFR)