

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
800 Burrard Street, Room 219  
800, rue Burrard, pièce 219  
Vancouver, BC V6Z 0B9  
Bid Fax: (604) 775-7526

**Request For a Standing Offer**  
**Demande d'offre à commandes**

Regional Master Standing Offer (RMSO)  
Offre à commandes maître régionale (OCMR)

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada - Pacific  
Region  
219 - 800 Burrard Street  
800, rue Burrard, pièce 219  
Vancouver, BC V6Z 0B9

<b>Title - Sujet</b> RMSO - Consumables (OEM & Reman)	
<b>Solicitation No. - N° de l'invitation</b> EZ107-120002/F	<b>Date</b> 2015-01-05
<b>Client Reference No. - N° de référence du client</b> EZ107-120002	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$VAN-582-7412
<b>File No. - N° de dossier</b> VAN-2-35246 (582)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-02-18</b>	
<b>Time Zone Fuseau horaire</b> Pacific Standard Time PST	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lee, Hilda	<b>Buyer Id - Id de l'acheteur</b> van582
<b>Telephone No. - N° de téléphone</b> (604)666-1106 ( )	<b>FAX No. - N° de FAX</b> (604)775-7526
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA various VANCOUVER British Columbia V6Z2V8 Canada	
<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 (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Solicitation No. - N° de l'invitation

EZ107-120002/F

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

van582

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

EZ107-120002

File No. - N° du dossier

VAN-2-35246

CCC No./N° CCC - FMS No/ N° VME

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**"This procurement has been set aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB). In order to be considered, a supplier must certify that it qualifies as an Aboriginal business as defined under PSAB and that it will comply with all requirements of PSAB."**

**TITLE: RMSO - Imaging Consumables**

**SEE ATTACHED**

**"This procurement has been set aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB). In order to be considered, a supplier must certify that it qualifies as an Aboriginal business as defined under PSAB and that it will comply with all requirements of PSAB."**

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Solicitation No. - N° de l'invitation  
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Buyer ID - Id de l'acheteur  
van582  
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## **PART 1 - GENERAL INFORMATION**

### **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: includes the certifications 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 Requirement, Environmental Requirements, Evaluation and Basis of Selection, Offeror's Representation Table, Federal Contractors Program for Employment Equity - Certification, Request for Volume Discount (RVD) And Special Processing Procedures, Joint Venture Offer Form, Electronic Financial Offer Template (EFOT), the Instructions for Completing the Electronic Standing Offer Usage Report and Calculation Methodology Tables.

### **2. Summary**

#### **2.1 Requirement**

Canada has a requirement to establish Regional Master Standing Offer(s) for the supply of various Original Equipment Manufacturer (OEM) and Remanufactured imaging consumables for use by all Federal Government Departments and Agencies, on an "as and when requested" basis. An Offeror may offer either OEM, or Remanufactured imaging consumables, or any combination thereof. Resulting RMSO will be valid for 12 months from the date of issuance (unless PWGSC determine in its sole discretion, to set aside this procurement vehicle), with Canada retaining the right to request up to two extensions of up to 12 months each.

There are two (2) separate solicitation documents published on GETS for this requirement; one (1) solicitation document EZ107-120002/E aimed at the general industry and one (1) under the aboriginal set-aside EZ107-120002/F. If Offerors are eligible and choose to make an offer on both requirements, they must submit separate proposals for each solicitation.

Offerors are encouraged to submit any questions they have regarding the bidding or evaluation process or the resulting Standing Offer or Contract clauses to the Standing Offer Authority identified in the solicitation in the Article entitled "Enquiries - RFSO".

As per the Integrity Provisions under section 01 of Standard Instructions [2006](#), offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the Supply Manual for additional information on the Integrity Provisions.

After any resulting Standing Offers have been issued, all offerors will be notified in writing regarding the outcome of this solicitation.

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

## 2.2 Electronic Price List

Any Standing Offer that will be issued as a result of the Request for Standing Offer may be listed by PWGSC on a web-based desktop purchasing aid provided to federal government departments.

The submission of an Electronic Price List that meets Canada's requirement will be required prior to Standing Offer Issuance in order to populate PWGSC websites and electronic tools.

In order to reduce the administrative burden on Offerors, only Offerors who have successfully qualified as a result of this solicitation process will be required to submit an Electronic Price List.

The Electronic Price List will be subject to validation and acceptance by PWGSC. Standing Offers will be issued to qualified Offerors only once the Standing Offer Authority has deemed their Electronic Price List as validated and acceptable to PWGSC.

During the Standing Offer Period, Offerors will have the opportunity to decrease their prices every four months (in accordance with Article 12 – Price Refresh) at the start of the following months: January, May and September. Canada reserves the right to revise this time period if necessary.

### **3. Security Requirement**

The security classification of this Standing Offer is "UNCLASSIFIED". However, the Offeror must treat as confidential, during as well as after the provision of goods or services contracted for, any information of a character confidential to the affairs of Canada, to which the Offeror's servants or agents become privy. All personnel assigned to provide services must have a current security clearance to the level specified in any Call-up against this Standing Offer, granted by the Corporate and International Industrial Security Directorate.

Should it become necessary, during the course of the service, for the authorized Department to invoke further security measures, the Offeror, in accepting a Contract, must comply with the security classification established at that time.

### **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.

## **PART 2 - OFFEROR INSTRUCTIONS**

### **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 (<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 (2014-09-25) 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: sixty (60) days

Insert: one hundred and twenty (120) days

## 2. Submission of Offers

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

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

In the instance where modifications to the RFSO require a revised response, PWGSC will advise of the acceptable mode of transmission if different from the method indicated.

Offerors may submit an offer for one (1) or more of the following Region(s). The Regions (excluding Comprehensive Land Claims Settlement Areas) are defined as:

1) **Eastern Ontario and National Capital Area – NCA:** The counties of Stormont, Dundas, Glengarry, Prescott, Russell Leeds and Grenville, Lanark, and Renfrew will be annexed to the NCA described below.

The NCR boundary is recognized as follows:

Ontario Side: Osgoode, Cumberland, Gloucester, Vanier, Rockcliffe Park, Nepean, Ottawa, Rideau, Goulbourn, Kanata, West Carleton

Québec Side: The city of Gatineau, and the regional county municipalities of Papineau, Vallée de la Gatineau, Pontiac and les Collines de l'Outaouais.

2) **Northern Ontario:** The Districts of Algoma, Cochrane, Kenora, Manitoulin, Nipissing District, Parry Sound, Rainy River District, Sudbury, Thunder Bay and Timiskaming.

3) **Southern and South Central (SSC) Ontario:** The counties and townships of Frontenac, Muskoka, Lennox and Addington, Hastings and Halliburton as well as all other counties and townships of Ontario to the South and West of these shall form the region of Southern Ontario.

4) **Pacific Region:** British Columbia.

5) **Western Region:** Alberta, Manitoba and Saskatchewan.

6) **Quebec Region:** Province of Québec, excluding National Capital Region

## 7) Newfoundland and Labrador

## 8) New Brunswick and Prince Edward Island

## 9) Nova Scotia

### 3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than fifteen (15) calendar days before the 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 questions or may request that Offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

### 4. Applicable Laws

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

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

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 1. Offer Preparation Instructions

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

Section I: Technical Offer, one (1) hard copy and one (1) soft copy on CD or DVD or USB thumb drive of the Offeror's Representation Table

Section II: Financial Offer (Annex H): one (1) hard copy of the "Pricing Summary" worksheet and one (1) soft copy of the entire workbook on CD or DVD or USB thumb drive.

Section III: Certifications, one (1) hard copy

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

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

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

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

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

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

### **Section I: Technical Offer**

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

- (a) The Offeror is requested to complete all areas of the document where they are directed to provide information in "blanks" and "fill-ins".
- (b) The Offeror is requested to complete the "Offeror's Representation Table in accordance with the following instructions.

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

Offerors must provide a soft copy on CD/DVD/USB thumb drive of the Offeror's Representation table.

The Offeror's Representation Table submitted with the Offer will form part of a resulting Standing Offer.

- (c) The Offeror must submit a company profile which demonstrates that they have the ability to perform the full scope of the work as described in the requirement. This company profile should include but not necessarily be limited to:

- Company History
- Ability to honour manufacturer's warranty on items offered;
- Delivery Method (fleet of vehicles or third party transport);
- Description of the company's inventory and warehousing infrastructure;
- Ability to Offer bilingual representatives (in designated regions);
- Description of their order management and tracking system; and
- The nature of their participation in, or certifications resulting from environmental programs/initiatives, if any.

## Section II: Financial Offer

Offerors must submit their financial offer in the provided Electronic Financial Offer Template (EFOT). The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) excluded, DDP (Delivered Duty Paid) Destination.

### A) Payment by Credit Card (mandatory)

Canada requests that Offerors complete one of the following:

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

The Offeror must accept payment by credit card.

### B) SACC Manual Clauses

These clauses are incorporated by reference:

SACC Reference	Section	Date
C3011T	Exchange Rate Fluctuation	2013-11-06
M0222T	Evaluation of Price	2013-04-25

### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **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. Not all members of evaluation team will necessarily participate in all aspects or evaluations.

#### **1.1 Technical Evaluation**

Offers must meet all of the mandatory requirements as described within this RFSO.

#### **1.2 Financial Evaluation**

The Financial Evaluation is described in Annex C "Evaluation and Basis of Selection".

### **2. Basis of Selection**

The Basis of Selection is described in Annex C "Evaluation and Basis of Selection".

## **PART 5 - CERTIFICATIONS**

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, 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 may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

## **1. Certifications Required Precedent to Issuance of a Standing Offer**

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive

### **1.1 Integrity Provisions - Associated Information**

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006 The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

### **1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (<http://www.hrsdc.gc.ca/eng/labour/index.shtml>) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract 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 Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## **2. Additional Certifications Precedent to Issuance of a Standing Offer**

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications 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.

## **2.1 Canadian General Standards Board (CGSB) Certification and Qualification Program (FOR REMANUFACTURED IMAGING CONSUMABLES OFFEROR ONLY)**

Offerors must complete the benchmark testing on the requested four toner cartridges and provide the CGSB qualification number with their offer.

CGSB offers a qualification program for Remanufactured Toner Cartridges, based on the National Standard CAN/CGSB-53-148-2011. Manufacturers who wish to participate in the Listing Program may obtain a program Manual by contacting the person identified below.

In order to allow CGSB sufficient time to test and qualify the applicable re-manufactured toner cartridges, new applications for qualification for the RFSO will not be accepted, if submitted within fifteen (15) calendar days before RFSO closing date.

Andrew Haig  
Tel: (819) 956-0847  
Fax: (819) 956-3825  
Product Conformity Division  
Canadian General Standards Board  
Place du Portage, Phase III, 6B1  
11 Laurier Street  
Gatineau, Quebec K1A 0S5

## **2.2 Price Protection - Most Favoured Customer**

(a) Items (b) to (h) apply to non-evaluated and non-RMSO products only.

(b) To the best of the Offeror's knowledge, 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 agrees 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.

### **2.3 Set-aside for Aboriginal Business**

2.3.1 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*.

2.3.2 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.



2.3.3 The Offeror must check the applicable box below:

The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

**OR**

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.

2.3.4 The Offeror must check the applicable box below:

The Aboriginal business has fewer than six full-time employees.

**OR**

The Aboriginal business has six or more full-time employees.

2.3.5 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.

2.3.6 By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

#### **2.4 Owner/Employee Certification - Set-aside for Aboriginal Business**

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

2.4.1 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"

2.4.2 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

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **1. Security Requirement**

The Resulting Contract Clauses contain an Article entitled "Security Requirement". The Standing Offer Authority or Identified User making a Call-up may, in its discretion, substitute an alternative Security Requirement. In such instances, the Call-up will only be issued to an Offeror who, at the time of the Call-up, satisfies the Security Requirement specified by the Identified User.

There are no Security Requirements required with the Offer or in order to be awarded a resulting Standing Offer.

### **2. Financial Capability**

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

### **3. Insurance Requirements**

The Resulting Contract Clauses contain an Article entitled "Insurance". The Standing Offer Authority or Identified User making a Call-up may, in its discretion, substitute an alternative Insurance Requirement. In such instances, the Call-up will only be issued to an Offeror who, at the time of the Call-up, satisfies the Insurance Requirement specified by the Identified User.

Proof of Insurance is not required with the Offer or in order to be awarded a resulting Standing Offer.

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

## **A. STANDING OFFER**

### **1. Offer**

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

### **2. Security Requirement**

The security classification of this Standing Offer is "UNCLASSIFIED". However, the Offeror must treat as confidential, during as well as after the provision of goods or services contracted for, any information of a character confidential to the affairs of Canada, to which the Offeror's servants or agents become privy.

The Resulting Contract Clauses contain an Article entitled "Security Requirement". The Standing Offer Authority or Identified User making a Call-up may, in its discretion, may substitute an alternative Security Requirement. In such instances, the Call-up will only be issued to an Offeror who, at the time of the Call-up, satisfies the Security Requirement specified by the Identified User.

### **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>) issued by Public Works and Government Services Canada.

#### **3.1 General Conditions**

2005 (2014-09-25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **3.2 Standing Offers Reporting**

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

Quarterly reporting periods are defined as follows:

1st quarter: April 1st to June 30th

2nd quarter: July 1st to September 30th

3rd quarter: October 1st to December 31st

4th quarter: Jan 1st to Mar 31st

Electronic reports must be completed and submitted electronically to the Standing Offer Authority no later than 30 calendar days after the end of the quarterly period. An electronic version of the form in Excel will be provided to the Offeror electronically by the Standing Offer Authority, which must be used for the submission of their reports.

All data fields of the report must be completed as requested. If some data is not available, the reason must be indicated in the report. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

In the event reporting is not submitted by the deadline indicated, the Standing Offer Authority will notify the Offeror of any non-compliance. The Standing Offer Authority may, at its sole discretion, set aside the Standing Offer until such time as the Offeror's reporting is up to date.

#### **4. Term of Standing Offer**

##### **4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is for a period from \_\_\_\_\_ until \_\_\_\_\_ (**One-year period to be inserted at award of standing offer**).

##### **4.2 Extension of Standing Offer**

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

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 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.

##### **4.2.1 Pricing Adjustments**

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

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

[http://www.bankofcanada.ca/rates/price-indexes/cpi/?page\\_moved=1](http://www.bankofcanada.ca/rates/price-indexes/cpi/?page_moved=1)

## **5. Authorities**

### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Hilda Lee  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Imaging Product Management Group  
Address: Suite 219 - 800 Burrard Street, Vancouver BC V6Z 0B9  
Telephone: 604-666-1106  
Facsimile: 604-775-7526  
E-mail address: hilda.lee@pwgsc-tpsgc.gc.ca

The Standing Offer Authority for this Standing Offer is the contracting officer named on page one of this Standing Offer. The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. The Standing Offer Authority is also the Contracting Authority for all Call-ups issued by the Standing Offer Authority under this Standing Offer. The Offeror acknowledges that the Standing Offer Authority is entitled to exercise any and all audit and verification rights described in this Standing Offer, including the Resulting Contract Clauses, in respect of any Call-ups made under this Standing Offer and to request any information concerning Call-ups that the Standing Offer Authority considers necessary.

### **5.2 Project Authority**

The Project Authority for the Standing Offer is:

(To be determined)

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

The Project Authority or its delegate(s) 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.

### **5.3 Identified Users**

Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11s(as amended from time to time) or any other party for which the Department of Public Works and Government Services has been authorized to act

from time to time under section 16 of the Department of Public Works and Government Services Act.

### 5.3.1 No Contracting Outside Authorities

The Offeror agrees not to accept Call-ups to perform work in excess of or outside the scope of this Standing Offer without specific written authorization from the Standing Offer Authority. The Offeror acknowledges that the Identified Users are without authority to vary or amend the terms or the scope of this Standing Offer.

### 5.4 Offeror's Representatives

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

## 6. Call-up Procedures

### 6.1 Information for Offerors

- (a) **Multiple Standing Offers:** The Offeror acknowledges that multiple Standing Offers have been issued for this requirement. Call-ups will be allocated among the Offerors in accordance with the process described in section 6.4 Limitation of Call-ups.
- (b) **Only Authorized Call-ups to be Accepted:** The Offeror agrees only to accept individual Call-ups made by Identified Users pursuant to this Standing Offer that do not exceed the applicable Call-up Limitations out-lined in section 6.4 Limitation of Call-ups. The Offeror acknowledges that any Call-up made by an Identified User exceeding the applicable Call-up Limitation is not permitted under this Standing Offer and is without authority.
- (c) **Call-ups for consumables only to be accepted by Active Offerors:** The Offeror agrees to accept Call-ups from Identified Users for consumables only during periods in which identified as active, unless authorized by the Standing Offer Authority.

### 6.2 Information for Identified Users

The Identified Users will make call-ups against the Standing Offer providing Best Value to Canada. Best Value in this case is determined as the lowest aggregate price for the client's immediate requirement.

- (a) **Division of Requirements:** Multiple Call-ups must not be issued in order to circumvent competition.
- (b) **Call-ups to be directed to Offerors:** Call-ups must be addressed only to the Offeror. Call-ups must not be addressed to a third party that is not the RMSO Offeror.

- (c) **Electronic Copies of the Financial Details for Call-ups:** Identified Users must maintain for their files for the entire standing offer period, a copy of the Financial Details on the date of their Call-up, for imaging consumables from the RMSO.
- (d) The Electronic Price Lists for the Standing offers under this requirement are published on the GCpedia.gc.ca Identified Users are directed to use this procurement aid in determining which Standing Offer represents best value while satisfying their immediate requirement.
- (e) Identified Users must document their procurement action based on contracting policies and procedures set in place by Treasury Board.
- (f) Authorized Call-ups against this Standing Offer must be made using the duly completed forms identified in Paragraph 6.3 by methods such as facsimile, electronic mail or any other method deemed acceptable by both the Identified User and the Offeror.
- (g) No costs incurred before the receipt of a signed Call-up or equivalent document can be charged to this Standing Offer.
- (h) Upon receipt of a Call-up, 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.
- (i) Any modifications to the original call-up must be supported by the issuance of a subsequent form in accordance with the Standing Offer terms and conditions in effect at the time of call-up.
- (j) Identified Users must maintain the packaging delivered with the imaging consumables and reuse the packaging on any empty, depleted, or defective consumables for the return, whether pick-up or mail back of the imaging consumables to the Offeror.
- (k) Call-ups for the purchase of all imaging consumables must include:
1. Imaging Hardware's manufacturer, and model name/number, Imaging Consumables OEM part number or Offeror's part number for Remanufactured consumables.
  2. The RMSO purchase price for consumables.
  3. The delivery address of consumables.
  4. The name and contact information for the Identified User.

### 6.3 Call-up Instrument

The Work must be authorized or confirmed by the Identified User(s) using form **PWGSC-TPSGC 942, "Call-up Against a Standing Offer"** or an alternate PWGSC issued Call-up or Contract document of any form.

### 6.4 Limitation of Call-ups

#### 6.4.1 Call-ups for OEM consumables and remanufactured consumables:

There is an overall **minimum** Call-up Value of **\$100.00** in order to use this Standing Offer.

- (a) **\$100.00 to \$2,500.00:** the Identified User may place the Call-up with the Active Offeror whose imaging consumables meet the business needs of the Identified User;
- (b) **From \$2,500.01 to \$25,000.00:** the Identified User may place the Call-up with the Active Offeror whose consumables have the lowest aggregate price for the client's immediate requirement.
- (c) **Above \$25,000.00:** Requirements above \$25,000.00, will be processed in accordance with the Special Processing Procedures detailed in the Annex entitled "Request for Volume Discount (RVD) and Special Processing Procedures"..

#### 6.5 Exceptions to the Call-up Limitations: Where the Standing Offer Authority agrees that an Identified User's requirement cannot be met by an Offeror because that Offeror:

- (a) cannot supply all the imaging consumables required by the Identified User within the delivery time frames specified in the Resulting Contract clauses; and
- (b) has already defaulted on a Call-up issued by the Identified User for the required imaging consumables.
- (c) products have shown themselves incapable of meeting the requirements for that specific Identified User.

Identified User may use other sourcing methods to procure the consumables or the Standing Offer Authority may grant the client one time exemption to procure the consumables.

### 6.6 Non-standing offer items

Non-standing offer items must be approved, in writing, by the Standing Offer Authority before being included in any call-up against this RMSO. All non-standing offer items must be provided at a price in accordance with the Offeror's current published price list less any applicable



government discounts. Canada reserves the right to approve or reject any non-standing offer item at any time.

## **7. 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 (2014-09-25) General Conditions - Standing Offers - Goods or Services
- (d) 2030 (2014-09-25) General Conditions - Higher Complexity - Goods;
- (e) Annex A, Requirement;
- (f) Annex B, Summary of Environmental Requirements;
- (g) Annex C, Evaluation and Basis of Selection;
- (h) Annex D, Offeror's Representation Table;
- (i) Annex E, Federal Contractors Program for Employment Equity Certification;
- (j) Annex F, Request for Volume Discount (RVD) And Special Processing Procedures;
- (k) Annex G - Joint Venture Offer Form;
- (l) Annex H - Electronic Financial Offer Template;
- (m) Annex I - Instruction for competing the Electronic Standing Offer Usage Report;
- (n) Annex J - Calculation method for imaging consumables; and
- (o) the Offeror's offer (specific details will be provided at time of issuance).

## **8. Certifications**

### **8.1 Compliance**

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## **9. 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 British Columbia.

## **10. Discontinued Items, Product Number Changes**

In the event a product is no longer available from the manufacturer or that the manufacturer has changed its product number, Offerors may submit a request to change or delete the product from their Offer. Requests must be supported by a letter from the manufacturer confirming that the product is either no longer available or provided under a new product number.

## **11. Validation and Acceptance of Changes**

Proposed changes to the Standing Offer will be subject to item data and pricing validation and may be accepted or declined at Canada's sole discretion. If the changes are accepted the Standing Offer will be revised to reflect the changes and any increases or decreases in price.

If the changes are not accepted, Canada may set aside the Standing Offer.

## **12. Price Refresh**

PWGSC will allow all Offerors (both Inactive and Active) in each region to decrease their pricing, voluntarily every four months at the start of the following months: January, May and September. During the Standing Offer period, additional consumables will be added to the list to reflect Hardware which have been added to the imaging Hardware standing offers. PWGSC will send the updated list of imaging consumables to Offerors one (1) month prior to the months of price refresh.

Written notification of requested changes must be received by Contracting Authority a minimum of five (5) working days prior to the last day of the month and the unit price calculation will be adjusted accordingly.

During the Standing Offer Period, PWGSC reserves the right to specify an alternative downward price revision process at their sole discretion. Offerors will be given sufficient notification of any changes to the downward price revision process.

## **13. Identification of Active Offerors**

To be considered "Active", OEM Offerors must maintain at least 90% (round down to the nearest number) of OEM items for an individual imaging manufacturer in a region within the maximum and minimum pricing thresholds during standing offer period. Remanufactured Offerors must maintain 15% (round down to the nearest number) of all Remanufactured items in a region within the maximum and minimum pricing thresholds during standing offer period. Only "Active" Offerors will be available to Identified Users for Call-ups.

## **14. Withdrawal or Suspension of Authority to use Standing Offer**

- (a) Canada may, at any time, for operational reasons, withdraw authority from Identified Users to use this Standing Offer.
- (b) Canada, may also, at any time, withdraw authority from Identified Users to use this Standing Offer if the Offeror breaches the terms of this Standing Offer or any Call-up.
- (c) Situations that may result in the withdrawal of authority to use this Standing Offer for cause include:
  - i. Delivery of imaging consumables not listed in this Standing Offer. Authorized products are those that have been specifically approved in writing by the Standing Offer Authority for inclusion in this Sanding Offer.
  - ii. Delivery of imaging consumables that provide a lower level of performance than or otherwise do not meet the Identified User's print or product quality requirements and make consistent with Exceptions above.
  - iii. Late deliveries.
  - iv. Unauthorized substitution of consumables without prior written authorization from the Standing Offer Authority.
  - v. Price revision without prior written authorization from the Standing Offer Authority;
  - vi. Distribution or publication of advertising, including information included in supplier web sites without the prior approval of the Standing Offer Authority and/or which might be interpreted as suggesting that unauthorized items are available under the Standing Offer or providing any information that conflicts with any aspect of the terms and conditions, pricing, or availability of consumables currently available under this Standing Offer .
  - vii. Failure to submit complete and accurate Activity Reports within the required time frames.
  - viii. Breach of any of the specific terms and conditions detailed in the Standing Offer (e.g., failure to respect the call-up limitations).
  - ix. Refusing a Call-up at any time or for any reason other than for delivery to CLCA areas from any Identified User where the Call-up is for currently listed and approved imaging consumables under this Standing Offer.
- (d) The Offeror acknowledges that Canada may suspend the authority of Identified Users to use the Offeror's Standing Offer for a period of up to three (3) months upon the first suspension.
- (e) The Offeror acknowledges that Canada may suspend the authority of Identified Users to use the Offeror's Standing Offer for the remainder of Standing Offer Period upon any subsequent breach of any of the terms and conditions of the Standing Offer or a Call-up.

- (f) The Offeror acknowledges that Canada may publish information regarding the status of the Offeror's Offer, including the suspension or withdrawal of authority to use the Offeror's Standing Offer.
- (g) If Canada intends to set aside the authority to use this Standing Offer for cause, the Contracting Authority will inform the Offeror in writing and provide the Offeror ten (10) calendar days within which to make representations, before making a final decision on setting aside the authority to use the Standing Offer.

#### **15. Termination of Individual Contracts made under this Standing Offer**

If an individual contract made under this Standing Offer is terminated, for default of otherwise, that termination will not automatically result in withdrawal of authority to use this Standing Offer. The Offeror acknowledges, however, that a default under any contract made under this Standing Offer may result in the suspension of withdrawal of authority to use this Standing Offer.

#### **16. Reporting of Defective Cartridges**

Identified Users are encouraged to contact the Standing Offer Authority named at Part 7, Section A. 5.1 in cases where they have purchased imaging consumables that spill into the printers, cause streaking, or do not meet the minimum yield requirements. Complaints for Remanufactured imaging consumables will be forwarded to the CGSB for further investigation.

Standing offer holders that receive three (3) or more substantiated complaints about the quality of their offered products may have their standing offers set aside by the Standing Offer Authority until such time as they have demonstrated to the satisfaction of the Standing Offer Authority that they have remedied the cause of the reported complaints.

#### **17. Marketing Communication**

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

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

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

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

## **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.

### **1. Requirement**

- 1.1 The Offeror agrees to supply and deliver to the Identified User the goods and services described in the Call-up against the Standing Offer in accordance with, and at the prices set out in, the Standing Offer.

### **2. Standard Clauses and Conditions**

#### **2.1 General Conditions**

2030 (2014-09-25) General Conditions - Goods (Higher Complexity) apply to and form part of the Contract.

Section 19 Interest on Overdue Accounts, of 2030 (2014-09-25) General Conditions - High Complexity - Goods will not apply to payments made by credit cards.

### **3. Term of Contract**

#### **3.1 Delivery Date**

**Delivery Date:** Unless otherwise specified in the Call-up or the Identified User has agreed in writing to other arrangements, delivery of imaging consumables must be made within the following period (the "Delivery Date"):

- (i) For all stocked items\*delivery must be made within three (3) working days from receipt of a call-up against the Standing Offer.
- (ii) For all non-stocked items\*\*, delivery must be made within seven (7) working days from receipt of a call-up against the Standing Offer.

\*Stocked items are items keep in hand for sale to Identified User and available for delivery.

\*\*Non-stocked items are items currently unavailable in the Offeror's inventory

#### 4. Payment

##### 4.1 Basis of Payment

- (a) The Contractor will be paid firm unit price in accordance with the Offeror's approved Electronic Price List in Canadian funds, DDP (Delivered Duty Paid) destination, transportation charges, duty and excise taxes included, GST/HST extra (if applicable) for the period of the Standing Offer.
- (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) **Credit Card Payment:** The Offeror will not add any surcharge for payment by credit card.

##### 4.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

##### 4.3 Multiple Payment

SACC Manual clause H1001C (2008-05-12) Multiple Payment

##### 4.4 Payment by Credit Card

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

## **5. Invoicing Instructions**

The Offeror must submit invoices in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

By submitting invoices, the Offeror 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.

### **5.1 Consolidated Invoicing**

If an Identified User requests, the Offeror must submit consolidated invoices that cover all call-ups that have been delivered/completed for that Identified User during the month prior to the date of the invoice. Otherwise, the Offeror must invoice separately for each call-up delivered/completed.

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

All invoices must contain at a minimum:

- (a) detailed description of goods.
- (b) delivery address.
- (c) total billing for the invoice period

## **6. Insurance**

SACC Manual clause G1005C (2008-05-12) Insurance

## **7. Discretionary Audit - Commercial Goods and/or Services**

The Offeror's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Offeror's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Offeror, the Offeror must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Offeror pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Offeror agrees that any pending invoice will be adjusted by Canada in accordance with the results of the

Solicitation No. - N° de l'invitation  
EZ107-120002/F  
Client Ref. No. - N° de réf. du client  
No/ N° VME  
EZ107-120002

Amd. No. - N° de la modif.  
File No. - N° du dossier  
VAN-2-35246

Buyer ID - Id de l'acheteur  
van582  
CCC No./N° CCC - FMS

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audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the Audit.



**ANNEX A  
Requirement**

**A.1 Requirement**

This Regional Master Standing Offers (RMSO) is for the supply and delivery of OEM and/or Remanufactured imaging consumables for imaging hardware. This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses.

**NAME OF STANDING OFFER HOLDER** (To be inserted at Standing Offer award) HAS BEEN  
**QUALIFIED FOR ISSUANCE OF A STANDING OFFER FOR:**

Category	Eastern Ontario & National Capital Area (NCA)	Nfld & Labrador	NB and PEI	Nova Scotia	Northern Ontario Region	Southern and South Central (SSC) Ontario	Pacific Region	Quebec Region	Western Region	All Regions
OEM Consumables										
Re-manufactured Consumables										

**A.2 Imaging Consumable Categories**

For the purposes of this Standing Offer, Imaging Consumable categories will have the following definitions:

**OEM CONSUMABLES** - are consumables manufactured by Original Equipment Manufacturer of the imaging Hardware in which they are used.

**REMANUFACTURED CONSUMABLES** - are consumables wherein components are disassembled from the used OEM toner cartridges and reusable parts are re-assembled into functioning toner cartridges. New components are only introduced where necessary or where expressly required by the applicable CGSB standard.

Remanufactured products may only be used providing they come from suppliers who are current program participants on the CGSB Qualification Program for Remanufactured Toner Cartridges and have had their products qualified based on the performance requirements specified in the CGSB CAN/CGSB-53.148-2011 national standard. Suppliers must be in good standing with the CGSB and have qualified all of the four products that the CGSB offers for qualification.

### **A.3 Imaging Consumables Types**

For the purposes of this Standing Offer, Imaging Consumable types will be established as follows:

**MONOCHROME CONSUMABLES** - are black toner cartridges.

**COLOUR CONSUMABLES** - are toner cartridges of any colour, other than black.

### **A.4 Mandatory General Imaging Consumable Requirements**

All Imaging Consumables, under all Categories and Types must meet or exceed the following Mandatory General Requirements:

(a) All Consumables must be fully operational in a normal office environment at normal room temperature, and be capable of meeting the yield volume requirements listed at Annex H, Electronic Financial Offer Template.

### **A.5 Category Specific Technical Requirements**

In addition to the Mandatory General Imaging Consumable Technical Requirements described in A4, Imaging Consumables must meet the Category-specific Technical Requirements as described in this RFSO. Remanufactured consumables must have quality standard higher or equal to the quality of OEM.

All Remanufactured Imaging Consumables must meet or exceed the following Technical Requirements:

(a) All Remanufactured Imaging Consumables whose casings have been subjected to laser cutting as part of the remanufactured process are explicitly excluded. Laser-cutting, due to its inherent reduction in the structural integrity of the casings, will tend to reduce the number of times that the casing can be further re-used for the production of Remanufactured toner cartridges, and may lead to increased incidence of toner leakage and subsequent damage to government equipment.

(b) The Offeror must have completed benchmark testing and obtained their qualification number under CGSB Standard CAN/CGSC-53.148-2011 for the following cartridges:

- HP CC364X
- HP Q5945A
- Lexmark T650H21A
- Lexmark 64035HA

**A6. Offered service**

Offeror must be able to receive orders by telephone (including a toll-free number), facsimile, e-mail or through Offeror's website url and must at minimum be open for business Monday to Friday, from 8:30 AM to 5:00 PM, local time Monday through Friday for each region (excluding Statutory Holidays). This number must be accessible to any Identified user, anywhere in Canada and must be staffed by qualified full-time, dedicated staff who are knowledgeable about imaging consumables. For bilingual designated provinces, Offerors must have a bilingual customer service representative. The NCR, Québec, New Brunswick and Prince Edward Island and Ontario regions are so prescribed under the Official Language Act and are therefore designated as bilingual regions for language or work purposes.

Solicitation No. - N° de l'invitation  
EZ107-120002/F  
Client Ref. No. - N° de réf. du client  
EZ107-120002

Amd. No. - N° de la modif.  
File No. - N° du dossier  
VAN-2-35246

Buyer ID - Id de l'acheteur  
van582  
CCC No./N° CCC - FMS No./N° VME

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The Offeror's Toll-Free Hotline phone number is: (to be completed at Standing Offer Issuance)

The Offeror's web site url is: (to be completed at Standing Offer Issuance)

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## ANNEX B

### Environmental Requirements

#### B.1 SUMMARY OF ENVIRONMENTAL REQUIREMENTS INCLUDED IN THIS RMSO

The following is a summary of the mandatory environmental certifications and programs required by Offerors or consumables offered under the RMSO:

- (a) **In support of the Canadian Federal Government's Sustainable Development Strategy** which includes policies on Green Procurement, imaging consumables manufacturers must commit to comprehensive internal environmental policies and processes relating to:
- The reduction or elimination of environmentally hazardous materials
  - Design for reuse and recycling
  - Energy efficiency
  - End of Life Management for reuse and recycling
  - Environmental stewardship in the manufacturing process
- (b) **Consumables Container Recycling Program:** The Offeror must currently promote recycling through an established and ongoing consumables container recycling program as per the following:
- For all locations in Canada covered by this RMSO where consumables containers cannot be recycled through local "blue-box" recycling programs, the Offeror must provide its own consumables recycling program by either:
- i. providing prepaid, postage-return packaging with the consumable when it is originally delivered, or available for download from the manufacturer's web site;
- OR
- ii. picking up used consumables containers at no charge within 10 business days of notification from the identified user.

The Offeror must recycle or dispose of all consumables taken back in an environmentally sensitive manner. At a minimum, the recycling of consumables should involve material recovery and metals recovery processes. Facilities used to process end of life consumables must meet all applicable health, safety, environment, transport and export regulations. Facilities must possess all required permits and appropriate insurance.

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Acceptable processes include manual dismantling and sorting into major material categories (non-hazardous materials, electronic scrap materials, and hazardous materials) and mechanical processing for dismantling and/or material separation, with provision of dust collection and operator risk assessments and protection.

Major Material categories are defined as follows:

- 1) Non-Hazardous Materials include ferrous metal, non-ferrous metal, other metals (brass, bronze, metal fines), plastics, wood, and glass (non-lead).
- 2) Electronic Scrap Materials include cables and wires, printed circuit boards (high, medium and low grade), components, including hard drives, chips and other electronic components.
- 3) Hazardous Materials include cathode ray tubes (CRT), CRT frit, leaded plasma display glass and other leaded glass, rechargeable batteries, non-rechargeable batteries, including alkaline, lead acid, and coin cell batteries on circuit boards, mercury bearing lamps and switches, components containing polychlorinated biphenyls, Ink and toner cartridges.

Electronic scrap materials and hazardous materials:

- may not be landfilled, exported to non-OECD or non-EU member countries, or processed with the use of prison labour.
- exporting of these materials must be done in compliance to the Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulation (EIHWRMR).

In the event that it is determined by Canada that an Offeror is refusing to take back product or not recycling that product in accordance with the minimum requirements of the standing offer, Canada will arrange to have the subject material recovered and disposed off appropriately at the cost of the Offeror. In addition, the Offeror will have their standing offer deauthorized and will be excluded from holding a similar standing offer with Canada for a minimum of one year from the date of determination.

- (c) **Packaging Recycling:** The Offeror must currently promote recycling through an established and ongoing packaging recycling program as per the following:
- i. All materials in which the consumables are packaged and shipped must be recyclable.
  - ii. The Offeror must take back all packaging which cannot be recycled at the Identified User's site at the time of empty consumable cartridge return.
  - iii. The Contractor must reuse, recycle or dispose of all packaging materials removed from empty consumable cartridges returned under any Call-up in an environmentally sensitive manner.

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## ANNEX C

### Evaluation And Basis of Selection

#### C.1 Technical Evaluation

**Evaluation of Compliance to Mandatory Requirements:** Each Offer will be reviewed for compliance with the mandatory requirements of the solicitation. All elements of the solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Offers that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

#### Mandatory Criteria:

- M1** The Offeror must demonstrate that they met all requirements as described within this RFSO.
- M2** The Offeror must complete the attached excel spreadsheet for Financial Proposal (Annex H)
- M3** All remanufactured imaging consumables must meet or exceed the OEM yield.
- M4** All consumables must meet the mandatory technical requirements described in Annex A.
- M5** All Offers must meet the environmental requirements described in Annex B.
- M6** The Offeror must accept payment by credit card.

#### Additional Mandatory Criteria for Remanufactured consumables:

- M1** The Offeror must obtain their qualification number under CGSB Standard CAN/CGSC-53.148-2011 (Offeror must enter their Qualification Number) for the following class 2 cartridges with their bid.

**HP CC364X**

Qualification Number: \_\_\_\_\_

**HP Q5945A**

Qualification Number: \_\_\_\_\_

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**Lexmark T650H21A**

Qualification Number: \_\_\_\_\_

**Lexmark 64035HA**

Qualification Number: \_\_\_\_\_

**M2 Exclusion of Cartridges Processed by Laser Cutting**

Laser-cutting, due to its inherent reduction in the structural integrity of the casings, will tend to reduce the number of times that the casing can be further re-used for the production of remanufactured toner cartridges, and may lead to increased incidence of toner leakage and subsequent damage to government equipment. Cartridges whose casings have been subjected to laser cutting as part of the remanufactured process are explicitly excluded from this requirement and from any resulting Contract.

**C2. Financial Evaluation**

Offerors must provide a unit price in Canadian dollars, valid for the entire period of the standing offer. This price is subject to revisions as described further in Part 6, clause 12 - Price Refresh. Goods and Services Tax (GST) or Harmonized Sales Tax (HST) excluded, DDP (Delivered Duty Paid) destination for all items offered.

The pricing for OEM and remanufactured imaging consumables will be evaluated independently.

Financial Offers for each individual imaging hardware manufacturer in each region will be evaluated using the scoring methodology defined below.

**C2.1 Sustainable Pricing**

In Canada's experience, when financial evaluation of offers is based on a basket of goods, Offerors will from time to time propose prices that do not allow them to recover their costs and/or make a profit on certain items. Canada has adopted an evaluation strategy for this commodity based on sustainable pricing. A sustainable price is defined as a price for an item that, without subsidy, can generate greater than zero profit for the Offeror.

*For the purpose of this requirement, manufacturer incentive programs such as rebates based on sales volume or volume commitments and co-operative advertising programs will be considered as subsidies.*

When evaluating the prices offered for certain items, Canada may, but will have no obligation to, require price support for those items whose prices have been deemed as abnormally low. An



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abnormally low price is defined as a price lower than the minimum price threshold for the item, as detailed further in paragraph B2.3 a). Examples of price support that Canada would consider satisfactory include:

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

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

## **C2.2 Aberrant prices**

In addition to the evaluation methodology described below, PWGSC may use mathematical models supplemented by independent research to identify and isolate aberrant prices. Aberrant prices are defined as prices whose deviation from the norm is so great that it has an impact on PWGSC's ability to evaluate prices offered for the line item fairly. Prices deemed as aberrant by PWGSC will be excluded from the calculations at C2.4 a) & b) and assigned a score of zero(0).

Should more than 25% of the prices in an Offer be deemed aberrant, that Offer will be considered non-compliant.

## **C2.3 Electronic Financial Offer Template (EFOT)**

Annex H, Electronic Financial Offer Template is included in a separate attachment in Excel format. Offerors are to fill in the blank columns as instructed and are to make no other modifications to the format when submitting their Offerors. Submission of modified tables in the Offer may render an Offer non-responsive.

The EFOT is labelled as: All Regions, Newfoundland and Labrador, New Brunswick and Prince Edward Island, Nova Scotia, Eastern Ontario and National Capital Area (NCA), Northern Ontario, Southern and South Central (SSC) Ontario, Pacific Region, Quebec Region and Western Region.

If quoting on more than one region, but not on all regions, the Offeror must submit a separate spreadsheet for each region being quoted.

If quoting on all nine (9) regions, and the Financial Offer Template is not the same in all regions, the Offeror must submit a separate spreadsheet for each region being quoted.

If quoting on all regions and the price is the same in all regions, use the "All Regions" tab for the Financial Offer Template.

Indicate which Region(s) you are submitting and Offer for:

<b>Region submitted for with "X"</b>	<b>Indicate Region(s) Offer is being</b>	
	OEM	Remanufactured
Eastern Ontario and National Capital Area (NCA)	_____	_____
Newfoundland and Labrador	_____	_____
New Brunswick and PEI	_____	_____
Nova Scotia	_____	_____
Northern Ontario	_____	_____
Southern and South Central (SSC) Ontario	_____	_____
Pacific Region	_____	_____
Quebec Region	_____	_____
Western Region	_____	_____
All Regions	_____	_____

**C2.4 Calculation Methodology**

All examples in this section will be based on values presented in the tables attached at Annex J.

Each Region will be evaluated independently from the others.

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**For OEM consumables Offers:**

Imaging consumables for each individual imaging hardware manufacturer (E.g. Xerox, HP, Lexmark...) in each region will be evaluated independently from the others.

Offerors must provide prices (Column K) for a minimum 95% (round down to the nearest number) of each individual imaging hardware manufacturer's OEM Product Numbers in each region. Offerors can provide prices for more than one imaging hardware manufacturer. Example: There is a total of 25 Xerox imaging consumables. Bidders must provide prices for 23 or more items (25 items X 95% = 23.75 ---> 23 (round down to the nearest number)) on Xerox products. Failure to do that will be considered non-complaint.

**For Remanufactured imaging consumables Offers:**

Offerors must provide prices (Column N) for a minimum of 20% (round down to the nearest number) of the list of consumables in Annex H - Electronic Financial Offer Template. Offerors must have a CGSB qualification for Remanufactured toner.

Example of calculation based on Item 1 (Refer to Annex J):

For each of the line item of the EFOT:

a) Calculation of Reference Values

Prices from the offers submitted will be compiled. From this compilation, the median price and the standard deviation will be calculated (see Annex J).

IN THE EVENT STANDARD DEVIATION EXCEEDS 20% OF THE MEDIAN PRICE OF AN ITEM, STANDARD DEVIATION WILL BE REPLACED BY 20% TIMES THE MEDIAN PRICE OF THE ITEM IN THE CALCULATION OF THE MINIMUM AND MAXIMUM PRICE THRESHOLDS.

Based on the values compiled and calculated a minimum and a maximum price threshold will be established (see Annex J)

The minimum price threshold will be established as follows: Median Price minus 2 times the standard deviation (rounded to 5 decimals).

Example of calculation based on Item 1 (Refer to Annex J):

Median price = \$172.85500

Standard Deviation = \$7.67397

Standard Deviation times 2 = 15.34794 (when rounded to 5 decimals)

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Minimum Price threshold = 172.85500-15.34794  
Minimum Price threshold = 159.50706

The maximum price threshold will be established as follows: Median Price plus Standard Deviation.

Example of calculation based on Item 1:

Median Price = \$ 172.85500  
Standard Deviation = \$7.67397  
Maximum Price threshold = 172.85500+ \$7.67397  
Maximum Price threshold = 180.52897

### **b) Treatment of Prices Outside the Minimum and Maximum Thresholds**

Items for which prices are below the minimum price threshold for which no acceptable price support can be provided will not be considered.

Items for which prices are below the minimum price threshold for which an acceptable price support is provided will be evaluated.

Items for which prices are above the maximum price threshold will not be considered.

### **C3. BASIS OF SELECTION**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. Responsive offer(s) will then be evaluated by imaging hardware manufacturer and by region. Offers will be evaluated and issued on a regional/national basis by category. In the event that an Offeror is successful for more than one imaging hardware manufacturer or for more than one region, PWGSC will combine the applicable regions & imaging hardware manufacturers in order to issue one Standing Offer document to that Offeror. The Standing Offer document will clearly indicate the regions and imaging hardware manufacturers.

#### **For OEM imaging consumables:**

After the financial evaluation, Offerors will be recommended for Standing Offer award if a minimum of 90% (round down to the nearest number) of all OEM items for an individual imaging hardware manufacturer in a region is compliant to the minimum and maximum pricing thresholds.

Example: There is a total of 25 Xerox imaging consumables. The Offeror must have provided prices for at least 23 items, and at least 22 of them (25 items x 90% = 22.5 ---> 22) must be

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within the minimum and maximum thresholds or have approved price support. Failure to do that will make the Offeror be considered non-complaint for that manufacturer in that region.

**For Remanufactured imaging consumables Offeror:**

After the financial evaluation, Offerors will be recommended for Standing Offer award if a minimum of 15% (round down to the nearest number) of all Remanufactured items for an individual imaging hardware manufacturer in a region is compliant to the minimum and maximum pricing thresholds. Offeror's yield must meet or exceed OEM yield and have a CGSB qualification.

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## **ANNEX D**

### **Offeror's Representation Table** (provided as an electronic attachment)

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

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## ANNEX E

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting 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 a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website .

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and  
0
  - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to

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completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour..

B. Check only one of the following:

B1. The Bidder is not a Joint Venture.

**OR**

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



## ANNEX F

### Request for Volume Discount (RVD) And Special Processing Procedures

#### F1. Introduction

In accordance with the recommendations of the National Strategy for the Procurement of Office Equipment, PWGSC has developed this procurement which will facilitate the application of fleet management approaches for government departments Imaging Hardware environments while providing best value for the taxpayer dollar.

This Standing Offer employs a number of strategies and mechanisms that will encourage and promote the benefits and savings of fleet procurement including the Request for Volume Discount and Special Processing Procedures.

#### F2. REQUEST FOR VOLUME DISCOUNT (RVD) AND SPECIAL PROCESSING PROCEDURES

Any requirement for Imaging consumables which exceeds \$25,000.00, GST/HST included, or more complex requirements at any dollar value, will be handled in accordance with either the Elevated Call-up Procedures or Request for Volume Discount Procedures described herein.

**F2.1 Resultant Document:** Documents issued by PWGSC as a result of an Elevated Call-up or an RVD process may be in the form of a Call-up against a Standing Offer, a Contract, , a client or project specific Price List, or an alternative document. The form of resulting document will be specified in any RVD.

**F2.2 Terms and Conditions:** The terms and conditions of the applicable RMSO will apply to and form part of any document issued as a result of an Elevated Call-up or RVD. Additional terms and conditions applicable to the specific client may also apply but will be indicated in the issued RVD or agreed upon by the Offeror in the case of an elevated Call-up.

#### F2.3 Elevated Call-up Procedures:

**F2.3.1 OEM Consumables:** For any requirement of Imaging Consumables which exceeds \$25,000.00 (GST/HST included) and where the Identified User wishes to purchase Consumables from the Offeror with the lowest price, or where RVD procedures are not appropriate because only one offeror's consumables are capable of meeting the legitimate technical requirements of the Identified User, the Standing Offer Authority reserves the right to negotiate the rates and prices with the Offeror.

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Where the Standing Offer Authority determines that the available RMSO or negotiated prices do not represent good value considering the volume, the Standing Offer Authority may use other methods of supply to fulfill the requirement.

**F2.3.2 Remanufactured Consumables:** For any requirement of Imaging Consumables which exceeds \$25,000.00 (GST/HST included ) and where the Identified User wishes to purchase Consumables from the Offeror with the lowest price meeting the quality requirements of the Identified User, or where RVD procedures are not appropriate because only one offeror's consumables are capable of meeting the legitimate technical requirements of the Identified User, the Standing Offer Authority reserves the right to negotiate the rates and prices with the Offeror. Where the Standing Offer Authority determines that the available RMSO or negotiated prices do not represent good value considering the volume, the Standing Offer Authority may use other methods of supply to fulfill the requirement.

#### **F2.4 Request for Volume Discount (RVD) Procedures**

**F2.4.1 RVD Application:** Any requirement for imaging consumables which exceeds \$25,000.00 (GST/HST included) or any more complex requirements at any dollar value, may be submitted to PWGSC in a funded PWGSC 9200 "Requisition for Goods and Services" form for processing as a Request for Volume Discount (RVD). The Request for Volume Discount process allows Offerors to confirm to PWGSC their best and final discounted prices in respect of a specific requirement for one or more Identified Users.

The requisition must contain:

1. generic minimum specifications for the consumables;
2. the number of consumables required for each set of minimum specifications;
3. the destination details for all products required including any special shipping instructions;
4. details of the funding committed;
5. the required authority signatures and contact details.

**F2.4.2 RVD Processing:** In the case of a Request for Volume Discount, PWGSC will review the specifications to determine which consumables meet the minimum specifications. A minimum of three RMSO vendors must have qualified consumables to proceed with an RVD. If fewer than three vendors carry qualified consumables, the RVD process will not be used and the requirement should be handled as an open competitive RFP in accordance with Canada's contracting policies and regulations.

**F2.4.3 Recipients of an RVD:** The RVD will be sent by PWGSC to all offerors (active and Inactive) who hold a Standing Offer in the relevant Region and Category at the date and time the RVD is issued (or to those offerors that meet all the applicable specifications).

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**F2.4.4 RVD Period:** The RVD Period will vary depending on the complexity of the requirement. The minimum period to submit a response to an RVD will be 5 working days.

**F2.4.5 Non-Standing Offer Items:** PWGSC reserves the right to add Non-Standing Offer items to any Call-up resulting from a RVD. These items must be provided at a price in accordance with

the Offeror's current published price list less any applicable government discounts; otherwise the Non-Standing Offer items will not be included in the Call-up.

**F2.4.6 Standardization:** It may be preferable for an Identified User to contract with one Offeror only, for particular makes, models or manufacturers of consumables for a stated period of time in order to decrease technical and administrative overhead. The Request for Volume Discount process may be used to determine this Offeror, where the sufficient competition within the standing offer, but the intention to standardize to one Offeror and the period of time for standardization must be indicated at the time of RVD issue. It will not be permitted to identify that an Offeror has been selected as the standard for the Identified User unless it has been identified as such in the RVD. All other rules and procedures of the RVD will apply including the requirement for a full and sufficient justification of any requirements that may restrict competition. It will not be permitted to process and RVD for standardization if fewer than three (3) offerors can bid; in these cases, the requirement will be processed using other methods.

When a Request for Volume Discount process is used to select one Offeror for a stated period of time based on the Identified User's specific requirement, the Identified User may place subsequent Call-Ups with that Offeror, at the RMSO unit price(s) at the time that the subsequent Call-up is issued or at the negotiated rates by other means, with a Call-up limitation of \$25,000.00 including GST/HST. Of the Offeror becomes Inactive or if the Call-up exceeds \$25,000.00, only the Standing Offer Authority may place Call-ups for the consumables and the Identified User must submit a funded requisition to PWGSC for the Call-up amount. The Offeror agrees not to accept any Call-ups, except from the Standing Offer Authority or from the client with written authorization from the Standing Offer Authority, while it is not an Active offeror.

**F2.4.7 Evaluation Criteria:** The recommended evaluation methodology for the RVD is the selection of consumables which offer the lowest cost meeting quality requirements. The RVD will need to define and provide details of manner in which objective evaluation of acceptable quality will be undertaken.

**F2.4.8 Socio-economic considerations:** The selection of an offeror for Call-up using an RVD process may be based on socio-economic considerations and may supplier commitments that are consistent with Canada's commitments to the Procurement Strategy for Aboriginal Business, Green Procurement and Sustainable Development.

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**F2.4.9 RVD Pricing:** All quoted prices must be in Canadian dollars. The quoted prices of RMSO items must not exceed the current prices for that Offeror listed on the RMSO.

**F2.4.10 RVD Responses:** Only responses to RVDs that meet all of the RVD requirements will be considered by PWGSC for a Call-up:

**F2.4.11 Withdrawal of RVD Response by Offeror:** An offeror may withdraw its response to an RVD at any time prior to Call-up Award, in which case PWGSC will no longer consider that Offeror's response, but may continue to consider all other responses.

**F2.4.12 Cancellation of RVD:** PWGSC may cancel an RVD process at any time and may later re-issue the same or a similar RVD.

**F2.4.13 Only one response:** If only one response that meets the RVD requirements is received, Canada may request that the Offeror submit price support in the form of one or more of the following:

1. a current published price list and the percentage discount available to Canada;
2. paid invoices for like goods or services (like quality and quantity) sold to other customers; and
3. a price certification from the Offeror.

If Canada determines that the prices being offered by do not represent good value to Canada, Canada reserves the right to reject the response or negotiate with that Offeror.

**F2.4.14 Multiple Call-ups Resulting from RVD Process:** Canada reserves the right to award the total or a portion only of the RVD requirement to the successful Offeror whenever advantageous to Canada.

**F2.4.15 Negotiation:** Further negotiations may be conducted before issuing a Call-up resulting from an RVD. Any negotiations will be conducted by the Standing Offer Authority specified in the RVD.

**F2.4.16 Notification of RVD Results:** All Offeror who respond to an RVD will be notified in writing of the outcome of the RVD process. This notice will include the following information:

1. RVD Number;
2. Offeror(s) selected for Call-up ;
3. Value of Call-up;
4. Number of RVD responses received by PWGSC;
5. Best and Final Evaluated Price of the Offeror to whom the notification is being sent;  
and
6. Best and Final Evaluated Price of the Offeror selected for Call-up.

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Unless required to do so by a court or other body of competent jurisdiction, Canada will not disclose the unit prices quoted by an Offeror in response to an RVD. Nor will Canada identify in the notification of RVD results the specific quantities of items subject to the Call-up.

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**Annex G**  
**Joint Venture Offer Form**

Submit this form only if the Offer is being made by a Joint Venture.

<p><b>JOINT VENTURE OFFER FORM</b></p> <p>This Offer is being submitted by a joint venture.</p> <p>Name of joint venture _____</p> <p>Legal name of lead member of joint venture _____</p> <p>Legal name of each other member(s) of joint venture _____</p> <p>_____</p> <p>_____</p> <p style="text-align: center;">[adjust number of lines, as applicable]</p> <p>As the authorized signatory of the lead member of the joint venture, I hereby confirm that all the members of the joint venture identified above have appointed the lead member as their agent for the purposes of responding to this solicitation and for all matters relating to any resulting contract.</p> <p>Signature of lead member _____</p> <p>Name of authorized signatory of lead member _____</p> <p>Date Signed _____</p>
--

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## **Annex H**

### **Electronic Financial Offer Template (EFOT) (provided as an electronic attachment)**

## **Annex I**

### **Instructions for Completing the Electronic Standing Offer Usage Report**

#### **1. General Instructions**

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

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

#### **2. Electronic processing of Standing Offer Usage Report**

**2.1** Reports must be submitted by electronic mail to the Standing Offer Authority in the ".XLS" (Excel compatible) file format.

**2.2** The Standing Offer usage report will be processed by PWGSC using electronic automation. If the Offeror's report is submitted in a way that prevents automated processing, the report will be deemed as unacceptable and returned to the Offeror with information pertaining to the deficiency.

**2.3** The use of the "Copy" and "Paste" feature may negatively impact certain aspects of the template. PWGSC suggests Offerors use "Copy" and "Paste Special - Values".

#### **3. Itemized reporting**

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

#### **4. Field descriptions and input instructions**

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

### **Part I: Report Header**

#### **a) Standing Offer Number**

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

#### **b) Company Name**

The Offeror must enter their legal company name.



**c) Period**

The Offeror must select the Quarter for which it is submitting a report from the pull down list. Offerors must submit a report for every quarter. Aggregated reports for multiple quarters will not be accepted.

**d) Total Reported this Quarter**

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

**e) Total reported to Date**

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

**Part II: Report Body**

**a) Client Department Or Agency**

Offerors must for each item sold as a result of a call up against the Standing Offer identify which department or agency the item was sold to. Offerors must select the appropriate department or agency from the drop down list. If the Department or agency is not listed in the drop down list, please notify the Standing Offer Authority; a revised template will be issued by the Standing Offer Authority to include any missing departments or agencies.

**b) Invoice number**

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

**c) Qty**

Offerors must enter the quantity of items sold. If the unit of issue is for multiple individual units, this field should reflect the number of UOIs sold as a result of call ups against the standing offer. Example (if the UOI is dozen, and one dozen was sold the QTY field should indicate "1").

**d) Unit of Issue**

This field represents the unit of issue for the item. The unit of issue "ea." indicates that the package in which the consumable item is offered contains one single unit of the consumable. The offeror must, select the correct UOI from the provided drop down menu.

**e) Qty per UOI**

This field represents the number of individual units of the consumable included per UOA. While each, pair and dozen are self explanatory pack and case are not. The offeror must indicate the number of individual units of the item in the UOI using whole numbers.

**f) UPC Code**

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

**g) Item Description**

This field must contain the brand of the item sold as a result of a call up against the Standing Offer. While the brand and manufacturer of a product may in some instances be marketed under the same name, this is not always the case. The Offeror must enter the name of the brand of the item sold as a result of a call up against the Standing Offer.

**h) Date of Order**

Offerors must enter the dates at which the call ups for the items sold under the standing offer were received. The date must be entered using the YYYY-MM-DD format.

**i) Unit Price**

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

**j) Extended Price**

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

**k) Order type**

This field must contain the method by which the call-up is placed. The Offeror must select from the pull down list the selection that best applies. (Telephone, Fax , Web, Counter)

Solicitation No. - N° de l'invitation  
EZ107-120002/F  
Client Ref. No. - N° de réf. du client  
EZ107-120002

Amd. No. - N° de la modif.  
File No. - N° du dossier  
VAN-2-35246

Buyer ID - Id de l'acheteur  
van582  
CCC No./N° CCC - FMS No/ N° VME

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## **Annex J**

### **CALCULATION METHODOLOGY TABLE - FINANCIAL EVALUATION (provided as an electronic attachment)**