



Shared Services Canada - Services partagés Canada

Purchasing Office / Bureau des achats:
 Procurement and Vendor Relationships /
 Acquisitions et relations avec les
 fournisseurs
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 3 ième étage
 P.O. Box 9808, STN T CSC /
 CP 9808, succursale T CSC
 Ottawa, Ontario K1R 7X1

**STANDING OFFER/OFFRE A
 COMMANDES**

Your offer is accepted to sell to Her Majesty the Queen, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price or prices set out thereof. - Votre offre est acceptée de vendre à sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens et services énumérés dans les présentes, et sur toute feuille ci-annexée, au(s) prix indiqué(s).

Comments – Commentaires

This document contains Security Requirements.

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur
 Konica Minolta Business Solutions (Canada) Ltd.
 110-1900 City Park Drive
 Ottawa, Ontario K1J 1A3
 PBN/NEA: 890089550PG0003

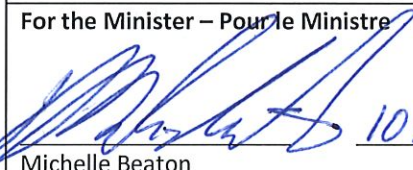
Title – Sujet WORKPLACE TECHNOLOGY DEVICES – PRINTING PRODUCTS NATIONAL MASTER STANDING OFFER		
Standing Offer File No. – No du offre a commandes 2BP-9-10047402/F/001		
Date of Original Standing Offer - Date de l'offre à commandes originale May 10th, 2019		
F.O.B. - F.A.B. As per resulting Call-ups	Duty – Droits As per resulting Call-ups	GST/HST – TPS/TVH As per resulting Call-ups
Amendment No. - N° modif. XXX		Date of Revision - Date de la révision <u>0000-00-00</u>
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : As per resulting Call-ups		
Invoices: Factures: As per resulting Call-ups		
Address Inquiries to : - Adresser toutes questions à: Hamid Mohammad Standing Offer Authority Telephone / Téléphone 613-716-9792		
For the Minister – Pour le Ministre  Michelle Beaton Manager Networks, End Users and Cybersecurity (NEUC)/Réseaux, Utilisateurs et Cybersécurité (RUC) Shared Services Canada		
		Date 10 May 2019



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NATIONAL MASTER STANDING OFFER AND CONTRACT CLAUSES

A NATIONAL MASTER STANDING OFFER

1 Interpretation

1.1 Definitions and Interpretation

- a) Definitions. In this National Master Standing Offer, a capitalized term shall have that meaning attributed to that term in *2009 (2016-04-04) Standing Offers – Goods or Services – Authorized Users*, section 01, appended hereto as Annex F or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning given to it in such document.
- b) Other Interpretative Provisions. Unless otherwise indicated:
 1. all references to a designated "section" or other subdivision, or to an annex or appendix, are to the designated section or other subdivision of, or annex or appendix to the Standing Offer;
 2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Standing Offer as a whole and not to any particular section or other subdivision of the Standing Offer;
 3. the headings are for convenience only and do not form a part of the Standing Offer and are not intended to interpret, define or limit the scope, extent or intent of the Standing Offer or any of its provisions;
 4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
 5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
 6. where a word is defined other forms of the word will have the corresponding meaning;
 7. any reference to the Standing Offer or to any agreement, or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
 8. any reference to a statute, regulation, rule, policy directive or other document listed in this Standing Offer means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time; and
 9. all dollar amounts refer to Canadian dollars.



2 Key Terms

A list of Key Terms is provided at Annex H.

Standing Offer: All references to Standing Offer contained within this Standing Offer will be interpreted as a reference to both NMSO(s) and DISO(s)

3 Offer

3.1 Requirement

The Offeror named on page 1 of this WTD Printing Products National Master Standing Offer (NMSO) offers to fulfill and perform the requirement in accordance with the Statement of Work at Annex "A", including but not limited to:

- a) to supply, deliver, configure, install (if required by a Call-up), service and repair, move, add, change, retire and integrate (if required by a Call-up), provide user training, (if required by a Call-up), provide warranty services, portal and live agent support, portal based information and reporting services, consumables management (if required by a Call-up), rental services, software support services, and provide program management, security and optimization services for the WTD Printing Products listed in Annex A, Statement of Work to locations throughout Canada, including areas subject to a Comprehensive Land Claims Agreement (CLCA) to Federal Identified Users Identified Users, all according to the prices, terms and conditions of this Standing Offer, as and when an Identified User or SSC orders Hardware and Services in accordance with this Standing Offer.
- b) The Offeror offers to deliver all WTD Printing Products in accordance with the requirements and configurations listed in the Annex A, Statement of Work referred to as the NMSO configuration, unless the Call-up specifically requests changes to the NMSO configuration.
- c) Unless otherwise expressly provided for in the Standing Offer, the Offeror agrees only to supply goods and services authorized for supply under this Standing Offer on the date the Call-up is issued, without variation or substitution. The Offeror acknowledges that only WTD Printing Products listed on an e-commerce platform on the date the Call-up is issued can be supplied.

3.2 Request for Departmental Individual Standing Offer (R-DISO)

Canada intends to issue R-DISO's, to the NMSO holders, to establish WTD-Printing Products DISOs for SSC Clients. Future DISO's will be issued based on the NMSO requirements and will include specific requirements of the client(s) within the DISO's. Evaluation procedures and basis of selection of the R-DISO(s) may incorporate, at Canada's discretion, Mandatory and Rated Technical Requirements, Financial evaluation requirements, Best Value, enhanced security requirements, and the use of Vendor Performance scores for print services. Canada will implement a Small and Medium-Sized Enterprises (SME's) Program. SSC will implement operational measures that report on NMSO and DISO holder's effectiveness in the use of SME's. SME program outcomes will be considered in the NMSO Quarterly Price Refresh and for R-DISOs'. SSC's will monitor the outcome of the SME usage operational measures and, as required, will implement additional future measures to promote the use SMEs.

3.3 Substitute Standing Offer

The Standing Offer is not assignable or transferable and any purported assignment or transfer is void and of no effect. However, the Standing Offer Authority may agree to issue a substitute Standing Offer where:

- i) A request to the Standing Offer Authority to issue a substitute Standing Offer is made by



- ii) the original Standing Offer Holder; and
The proposed substitute Standing Offer is for the same goods and services, on the same terms and conditions, and at the same prices as the offer submitted by the original Standing Offer Holder.

A substitute Standing Offer request should be submitted to the Standing Offer Authority at least 30 days prior to its requested effective date. Should SSC decline the substitute Standing Offer request, the Standing Offer Holder will be able to either withdraw their Standing Offer or continue to be the legal Standing Offer Holder.

4 Annual Socio-Economic Report

The Standing Offer Holder must submit to the Standing Offer Authority an Annual Socio-economic Report capturing sub-contracting activity directly related to the performance of this Standing Offer for the following socio-economic groups: Small and Medium-sized Enterprises (SMEs), Women-owned Businesses, Visible Minorities Businesses, Aboriginal Business and People with Disabilities Businesses. The form for the annual report has been included as Annex E to the Contract and includes definitions of each socio-economic group. The Standing Offer holder's annual report must cover the fiscal year ending 31 March of a calendar year and will be due 30 days after this date to the Contracting Authority. The report is due 30 April of each calendar year (a nil reply is required). SSC plans to use the data to establish a baseline of contracting data for socio-economic groups.

5 Security Requirements

5.1 The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Standing Offer.

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



- (b) attached at Annex C;
Industrial Security Manual (Latest Edition).

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

5.2 Offeror's Sites or Premises Requiring Safeguarding

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

KM Head Office
5875 Explorer Drive
Mississauga, ON L4W 0E1
Canada

KM Ottawa Branch Office
110 - 1900 City Park Drive
Ottawa, ON K1J 1A3
Canada

KM Vancouver Branch Office (Data Center)
150-4401 Still Creek Drive
Burnaby, British Columbia V5C 6G9
Canada

- 5.2.2 The Company Security Officer (CSO) must ensure through the [Industrial Security Program \(ISP\)](#) that the Offeror and individual(s) hold a valid security clearance at the required level.

6 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in full text in the document or at Annex F.

6.1 General Conditions

2009 General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

The following Annex F 2009 is appended to and form part of this Standing Offer:

2005 06 (2014-09-25) Withdrawal

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



2009 10 (2015-12-18) Publication of WTD Printing Products NMSO Service Catalogue

1. The Offeror agrees that Canada may publish certain information related to the Standing Offer or a catalogue. The Offeror agrees to the disclosure of the following information included in the Standing Offer:
 - a. the conditions of the Standing Offer;
 - b. the Offeror's procurement business number, its name, the name, address, telephone number, fax number and e-mail address of its representative;
 - c. the Offeror's profile and its level of security clearance;
 - d. NMSO WTD Printing Product and prices may be published publically;
 - e. DISO WTD Printing Products and prices may be published only to the GC clients.
2. The Offeror consents to this disclosure and agrees that it has no right of claim against Her Majesty, the Minister, the Authorized User, their employees, agents or servants in relation to such disclosure, and will indemnify them against any action, suit, demand, right or claim asserted by anyone as a result of such disclosure.
3. Canada will not be liable for any errors, inconsistencies or omissions in any published information. If the Offeror identifies any error, inconsistency or omission, the Offeror agrees to notify the Standing Offer Authority immediately. The data for this site may be kept by a 3rd party outside of Canada.

7 Standing Offers Reporting

The Offeror must collect, compile and maintain records on its provision of goods, services or both and also collect, compile and maintain vendor performance incentive (VPI) data and information to the federal government under contracts resulting from the Standing Offer. This data must include all WTD Printing Products purchases, leases, rentals, services and VPI, including those paid for by a Government of Canada Acquisition Card.

Reports must be submitted in a comparative period over period manner on a monthly basis to the Shared Services Canada Standing Offer Authority. At a future date and at Canada's discretion some or all aspects of reporting may transition from time to time to quarterly comparative reporting. In addition, and from time to time at Canada's discretion, reporting may periodically transition from monthly to quarterly, quarterly to monthly and may also include differences in monthly and quarterly reporting by SSC clients.

Monthly reporting periods are defined as the beginning (12:00 am) of the 1st calendar day of each month to the end of the day (11:59 pm) on the last calendar day of the month.

Canada's quarterly reporting periods are defined as follows:

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

The price refresh, interest rate and foreign currency exchange rate adjustment thresholds and the Vendor Performance reporting periods will align to Canada's quarterly reporting periods. Vendor Performance may also be reported on a monthly basis as and when requested by Canada.

Electronic reports must be completed, and posted to the portal, and at Canada's discretion forwarded to the



Standing Offer Authority no later than 10 calendar days after the end of the monthly period and no later than 15 calendar days after the end of the quarterly period. An electronic version of a MS Office Suite format and/or agreed upon offeror application format (proposed by the Offeror and agreed to by Canada at its discretion) will be provided by the Offeror electronically to the Standing Offer Authority.

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

CLCA Plan Annual Report

The Offeror agrees to implement the CLCA Plan that it submitted as part of the offer that resulted in the issuance of the Standing offer.

The Offeror must provide an annual report to Canada (the CLCA Plan Annual Report) as per Annex D by May 30 of each year regarding the Work it performed pursuant to its CLCA Plan during Canada's previous fiscal year (i.e., April 1 to March 31).

8 Term of Standing Offer

8.1 Period of the National Master Standing Offer (NMSO) and Departmental Individual Standing Offer (DISO)

The period for making call-ups and providing services against the NMSO is from the issuance of the NMSO to May 9th, 2025.

Each time as a result of an open competitive refresh cycle of this RFSO on Buyandsell.ca, a new term will be defined accordingly.

The period of any resulting DISOs will be up to 5 years. DISOs can be issued up to the expiry date of the NMSO term.

Call-up(s) can be issued up to the expiry date of the Standing Offer.

All NMSO and DISO services as stated in the Annex A SOW and Annex A-1 Client Specific SOW must be delivered for the term of each individual DISO Call-up.

For the period of any and all NMSO and DISO Call-ups that go beyond the NMSO expiry date the Catalogue pricing will be frozen for the remaining term of the call-up as of the date of the NMSO expiry.

9 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror irrevocably offers to extend its offer for 2 additional one-year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

10 National Master Standing Offer (NMSO) and Departmental Individual Standing Offer Refresh Process

Canada anticipates refreshing and re-competing and/or adding NMSOs on Buy and Sell. This process may occur after the initial NMSO period is nearing end. However, Canada reserves the right at its discretion to



initiate the refresh cycle any time prior to the expiry of the NMSO, for reasons to facilitate competition, better value for Canada and/or for the replacement of any issued standing offer(s) in case of termination etc. If Canada exercises its rights to proceed with the early refresh cycle for adding new standing offers or replacing the current one(s), it may decide first to go to the remaining qualified compliant offerors if the offers are still open, alternatively may proceed with a solicitation (ITQ and/or RFSO) on Buy and Sell to qualify and/or requalify and compete in the RFSO process.

In the event Canada chooses to issue an NMSO(s) to the next and/or remaining qualified compliant offeror(s), Offerors will submit prices for the current quarterly refresh of the Service Catalogue.

Similar to the NMSO refresh process, DISOs will go through the refresh process prior to its expiry, however, the competition will only occur among the NMSO holders at that time. New DISOs will continue to be added until the expiry of the Standing Offer period.

11 Comprehensive Land Claims Agreements (CLCAs)

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

With respect to the individual commitments, Canada recognizes that some of the work to be carried out in a CLCA Area may be performed by a subcontractor of the Offeror. The Offeror may make a commitment in reliance on the commitment made to it by its subcontractor in this regard. Ultimately, however, all obligations pursuant to any resulting contract will be those of the Contractor.

There are CLCAs affecting federal government procurement for areas within the Yukon, the Northwest Territories, Nunavut, northern Quebec, and northern Labrador. Offerors can learn more about the CLCAs that are in effect and the affected geographical areas by referring to the Public Works and Government Services Canada Supply Manual: <https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/9/35#section-9.35.5>.

FLOWCHART:

The attached flow chart as referenced in Annex D, depicts a snapshot of the overall CLCA decision tree process for the delivery of requirement subject to CLCA

FLOWCHART REFERENCE:

For the last box "Reporting", please add two elements. One element for the specific CLCA and the second is for the community name. So the contractor must indicate if the deliverable is, for example, in Iqaluit Nunavut.

Contractor to follow the solicitation process:

a) Notify the Claimant Groups.

You were provided with a list of all CLCA Claimant Groups. The Contractor needs to notify these claimant groups with a Notice of Proposed Procurement (NPP) as detailed in 9.35.35 link -

<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/9#section-9.35.35>

It is the responsibility of the Claimant Groups to send the NPP to the business community who will respond if they are interested.

b) The Contractor is required to complete a search of the CLCA business list to determine if there is a company that could address their requirement. If there is a company of the business list, include these company or companies in the solicitation process.



c) The Contractor is required to complete a Report on these activities. All reports need to include the specific CLCA.

12 Authorities

12.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Hamid Mohammad
Title: Supply Team Leader
Shared Services Canada
Networks, End Users and Cyber Security (NEUCS)
Directorate: Procurement and Vendor Relationships
Address: 475 Laurier Avenue, 3rd floor, Ottawa, ON, K1R 7X1
Telephone: 613-716-9792
E-mail address: ssc.wtdprintingproducts-produitsimpressionatmt.spc@canada.ca

The Standing Offer Authority is responsible for the management of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing Offer shall only be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone other than the Contracting Authority and any work so conducted shall be at the Offeror's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Contracting Authority. Any unresolved contracting issues between the Offeror and the clients Federal Contracting Authorities should be escalated to the Standing Offer Authority for resolution.

Contracting Authorities

Name: Hamid Mohammad
Title: Supply Team Leader
Shared Services Canada
Networks, End Users and Cyber Security (NEUCS)
Directorate: Procurement and Vendor Relationships_
Address: 475 Laurier Avenue, 3rd floor, Ottawa, ON, K1R 7X1
Telephone: 613-716-9792
E-mail address: ssc.wtdprintingproducts-produitsimpressionatmt.spc@canada.ca

If a call-up is issued by:

Federal Identified User:

The Standing Offer Authority is the Contracting Authority for Federal Identified User Call-ups (NMSOs & DISOs) and resulting Contracts. The Standing Offer Authority may be delegated to clients and may be identified in the resulting Call-ups.

12.2 Standing Offer Project Authority

The Standing Offer Project Authority will be identified in the NMSO issued by the Standing Offer Authority.

Name: Eric Poirier
Title: Director, WTD Provisioning
Organization: Shared Services Canada



Shared Services Canada - Services partagés Canada

Address: 1285 Baseline Road, Ottawa, ON K1G 4A8
Telephone: 613-240-5131
E-mail address: eric.poirier@canada.ca

The Standing Offer Project Authority is responsible for the establishment of the technical scope of the Work under the Standing Offer. The technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Standing Offer Authority. Any unresolved technical matters between the Offeror and the clients Federal Project Authority (NMSO or DISO) should be escalated to the Standing Offer Project Authority for resolution.

12.3 Project Authority

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

The Project Authority is the representative of the client 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.

12.4 Offeror's Representatives

The Offeror's representatives consist of program authority contracting and technical functions in the form of the Program Manager and the additional functions within the Program Management Office (PMO) as outlined in the Annex A SOW. Representatives within the PMO may provide multiple functions within the PMO and resource listings in addition to the Program Manager consist of the Service Manager, Security Manager, Service Desk Manager and the Billing and Invoicing Manager.

Name: Catherine McDonell

Title: Program Manager

Company's full legal name: Konica Minolta Business Solutions (Canada) Ltd.

Address: Corporate Head Office Canada: 5875 Explorer Drive Mississauga, Ontario L4W 0E1

Offeror's Procurement Business Number (PBN): 890089550 RT0001

Telephone: 1-613-691-3885

Facsimile: 1-613-749-0050

E-mail: Catherine.mcdonell@bt.konicaminolta.ca

Name: Mike Pavia

Title: Service Manager

Company's full legal name: Konica Minolta Business Solutions (Canada) Ltd. Address: Corporate Head Office Canada: 5875 Explorer Drive Mississauga, Ontario L4W 0E1

Name: Andrew Woods

Title: Security Manager

Company's full legal name: Konica Minolta Business Solutions (Canada) Ltd. Address: Corporate Head Office Canada: 5875 Explorer Drive Mississauga, Ontario L4W 0E1

Name: Nichole Grant

Title: Service Desk Manager

Company's full legal name: Konica Minolta Business Solutions (Canada) Ltd. Address: Corporate Head Office Canada: 5875 Explorer Drive Mississauga, Ontario L4W 0E1

Name: Satti Parhar

Title: Billing and Invoicing Manager



Company's full legal name: Konica Minolta Business Solutions (Canada) Ltd. Address: Corporate Head Office Canada: 5875 Explorer Drive Mississauga, Ontario L4W 0E1

13 Proactive Disclosure of Contracts with Former Public Servants

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

14 Potential Client/Reorganization/Transfer of goods and services

14.1 Potential Client Users:

It is intended that the standing offer(s) will be used by SSC to provide shared services to one or more of its clients. SSC's clients include SSC itself, those government institutions that are mandated as clients and other organizations for which SSC's services are optional. This process will not preclude SSC from using another method of supply for any of its clients with the same or similar needs, unless a subsequent solicitation for this Project expressly indicates otherwise.

14.2 Reorganization of Client: The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of the Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client.

14.3 Transfer of Goods and Services to Another Identified User: The Contractor agrees that Canada may transfer the Goods and Services and the licenses to use the Licensed Software running on them from one Identified User to another, without affecting the Contractor's obligation to provide the services described in the Hardware Maintenance Services in accordance with the Contract.

15 Authorized Users

Federal Identified Users

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

15.1 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 Authorized Users are without authority to vary or amend the terms or the scope of this Standing Offer.

15.2 Offeror Responsibility for Subcontractors:

Any subcontracting relationship (through which the subcontractor performs contractual obligations on behalf of the Offeror) does not amend, diminish or modify any of the responsibilities of the Offeror under this Standing Offer. The Offeror agrees and understands that it is the responsibility of the Offeror to ensure that all of its subcontractors conform to the terms and conditions of the Standing Offer and complete any Call-ups in accordance with their terms and conditions. If a subcontractor fails to fulfill the



obligations of any Call-up, the Offeror must, upon written notification from the SSC Contacting Authority, immediately complete and fulfill those obligations directly at no additional cost to Canada.

15.3 Option for NMSO Holders to Add Subcontractors and/or modify Print and/or Scanner Manufacturer

Additional subcontractors may be allowed to be added to meet the requirements such as but not limited to the Clients new requirements, additional requirements, and common service providers in remote areas. NMSO Holders are encouraged to confirm with the Standing Offer Authority for any options or areas, to add subcontractors, not specified herein; or PM or SM specific scenarios. Canada will retain its discretion to allow NMSO Holders to add subcontractors where applicable.

In order to ensure continuity in product and service delivery, any manufacturers included in the offer, must continue throughout the contracted or Standing Offer period. If, during the contract period, the resulting Contractor determines that, for service delivery reasons, it requires a change to a manufacturer, it may submit a written request to the Standing Offer Authority detailing its reasons for the change. Changes in the manufacturers may only be made following receipt of written approval from the Standing Offer or the Contracting Authority and will only be considered in exceptional circumstances.

The rules established in the ITQ regarding the limit of 2 PMs per response will continue to be applied. NMSO Holders are allowed to have up to 2 PMs in their catalogue at a time. The selection of the PMs is at the Offeror's discretion as long as it respects and maintains the roles they identified in the ITQ response regarding the Core Team Members. In other words, as long as whomever was identified as the Managed Print Integration Services provider and whomever was identified as the Print Services provider(s) maintains and fulfills those roles, the 1 or 2 Print Manufacturer(s) can be a different entity.

For Scanner Manufacturers (SM), NMSO Holders are allowed up to 1 additional SM to be used as part of the offer. The SMs do not have to be the same entities as the PMs. Hence, the NMSO Holders will have the choice of using their current PM(s) to offer scanning products and/or add an additional SM.

In summary, an offeror may continue with one or may request to add and submit products from a second PM if currently only using one PM and/or up to 1 SM to fulfill the catalogue so long as adding the manufacturers does not affect the role of the members of the Core Team as defined in the ITQ.

ITQ rules will be re-enforced throughout the Standing Offer period, as per the ITQ PM Rules 3.1.6 g (please refer to Core Team Composition Rules. For Example, If a same PM is found to be in more than 2 of the 3 top ranked standing offers, Canada may decide to put a hold on the 3rd Standing Offer until the matter is resolved and/or have other consequences, provided all the rest of the requirements are met to reach the top ranking. Please note, this restriction does not apply to SM. The same SM can be offered by all the offerors.

16 Call-up Procedures

A Information for Offerors

16.1 NMSO Call-up Procedures:

- (a) **Multiple NMSOs:** 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 NMSO Call-up Limitations and in accordance with the best value for each device type. Best value will initially be based 100% on price calculated as a 60-month total cost of ownership (TCO) Canada will also introduce measures pertaining to



the use of SMEs. In addition, and at Canada's discretion, other factors such as vendor performance may be added to the determination of best value for each of the Service Catalogue device types applicable to the quarterly price fresh. Any revision to the Best Value methodology from a pricing basis shall be evidenced through a formal amendment/or in the resulting Call-ups.

- (b) The best value calculations for the print and scan device catalogues are on an individual device type basis. Once the best value device types are determined: a call-up within each print device type may include all or some of the optional items (Staple, Fax, Pull Print when applicable), the CPI (monochrome and colour when applicable) when applicable; and, a call-up within each scan device type may include all or some of the optional items (Preventative Maintenance Kit) and Advance Exchange.
- (c) **Only Authorized Call-ups to be Accepted:** The Offeror agrees only to accept individual Call-ups made by Authorized Users pursuant to this Standing Offer that do not exceed the applicable Call-up Limitations outlined in section NMSO Call-up Limitations. The Offeror acknowledges that any Call-up made by an Authorized User exceeding the applicable Call-up Limitation is not permitted under this Standing Offer and is without authority.
- (d) **Call-ups for Print and Scan Device Type only to be Accepted by NMSO Holders with Lowest Price for the Required Device Type:** The NMSO holders agrees to accept Call-ups from Authorized Users for print and scan devices in a given Category only during periods in which it has been identified by the Standing Offer Authority as a "Best Value" offeror for the particular print and scan device type, unless authorized by the Standing Offer Authority.

Call-up procedures for Service Catalogue using Best Value Methodology for multiple NMSOs

The call-up procedures require that when a requirement is identified, the Authorized user will contact the Best Value offeror. (E.g. offering the lowest price in the required device types for the quarter) as identified by the Standing Offer Authority.

(a) **Right of First Refusal Basis:**

The call-up procedures require that when a requirement is identified, the Authorized user will contact the Best Value offeror to determine if the requirement can be satisfied by that offeror. If the Best Value offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the Authorized user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the Best Value offeror is unable to fulfill the need, the identified user is required to document its file appropriately.

The "right of first refusal" basis is only permitted once a year, however, upon refusing the call-up, the device category(ies) that the NMSO holder has refused to meet will be put on hold for the remaining quarter. Note, if the NMSO holder is willing to offer the similar product of equal or higher specifications for the same price as the original requested device type, the situation will then not be treated as refusal to a call-up, and will not result in any negative consequences.

In the event, "right of first refusal" is used more than once in each of Canada's fiscal years, other consequences may be considered at Canada's discretion such as but not limited to, Offeror's entire Print and Scan Service Catalogue placed on hold for a period of time until the Offeror can provide conclusive evidence to satisfy Canada it has rectified the supply, the hold will be inclusive of offering on R-DISO's during the period, and as determined



necessary eventual termination of the NMSO.

The “right of first refusal” is not permitted in the first 4 quarters upon issuance of the NMSOs. If a refusal occurs in the first 4 quarters, Canada at its discretion will place the NMSO Holder Print and Scan Service Catalogues on hold inclusive of R-DISO’s during the hold period until the Offeror can provide conclusive evidence to satisfy Canada it has rectified the supply.

The resulting call-ups are considered competitive and the competitive call-up authorities can be used. In case of default, DISO holder’s offer will be subject to similar consequences as covered above.

16.2 DISO Call-up Procedures:

- (a) **One Standing Offer:** The Offeror acknowledges that One Standing Offer has been issued for the DISO requirement. Call-ups will be allocated to the single Offeror in accordance with the process described in section DISO Call-up Limitations. Where only one standing offer will be authorized for use as the result of a competitive R-DISO, the resulting call-ups are considered competitive and the competitive call-up authorities can be used.

Clients reserves the right to add multiple DISOs if they choose to, in order to meet the scope, size etc.

- (b) **Only Authorized Call-ups to be Accepted:** The Offeror agrees only to accept individual Call-ups made by Authorized Users pursuant to this Standing Offer that do not exceed the applicable Call-up Limitations outlined in section Call-up Limitations. The Offeror acknowledges that any Call-up made by an Authorized User exceeding the applicable Call-up Limitation is not permitted under this Standing Offer and is without authority.
- (c) **Call-ups for Print and Scan Device Types & MPS to be Accepted by the DISO Offeror:** The DISO holder agrees to accept Call-ups from Client’s Authorized Users for print and scan device types in all Categories and/or MPS only during the DISO period. Clients in a DISO arrangement may choose to buy devices from the NMSO Service Catalogue where the DISO offeror is unable to meet the requirements competitively.

The “right of first refusal” is not permitted in a DISO where there is only one standing offer in place for the client. The DISO holder must meet all call-ups issued against its standing offer with the request device type or with one equal or better at the discretion of Canada. If a refusal occurs in the DISO, Canada at its discretion will place the NMSO Holder Print and Scan Service Catalogues on hold inclusive of R-DISO’s during the hold period until the Offeror can provide conclusive evidence to satisfy Canada it has rectified the supply.

B Information for Authorized Users

- (a) **Division of Requirements:** Authorized Users making call-ups against the NMSOs, should select the NMSO holder offering the "Best Value" (e.g. lowest price for the quarter for the required item) as identified by the Standing Offer Authority. Multiple call-ups should be issued to buy multiple items with different NMSO holders being the "Best Value" offeror for the quarter, Any exceptions must be authorized by the Standing Offer Authority upon receiving satisfactory justification.
- (b) In the case of a quarterly price refresh tie among the offerors a coin toss may be used to break the tie, in the presence of the Contracting Authority.
- (c) Multiple Call-ups against the standing offers must not be issued in order to circumvent competition or Call-up limitation.



- (d) Call-ups to be directed to Offerors: Call-ups must be addressed only to the Offeror. Call-ups must not be addressed to third party subcontractors.
- (e) Call-ups for the Purchase of Print and Scan Device Types: For a list of what is included with all purchased Print and Scan Devices please refer to Appendix D of Annex A, NMSO Service Catalogues.

Call-ups for the Purchase of Print and Scan Devices must include:

- i) The Standing Offer Device model name, OEM Part number and SSC coding;
- ii) The Standing Offer Device code;
- iii) The Standing Offer purchase price for the Device;
- iv) The delivery address of the devices and location where Maintenance Services are to be performed; and
- v) The name and contact information for the Project Authority.

Call-ups for the Purchase of Print and Scan Devices, if required and requested, may include:

- i) Any optional: features (Staple, Fax and Pull Print, and scanner preventative maintenance kits); services (monochrome CPI, colour CPI and scan device Advance Exchange) and Add-On items and the Standing Offer purchase price and SSC coding for these options;
 - ii) The Installation address, OEM Installation part number and Standing Offer specialized (IMACR) Installation Pricing if applicable and SSC coding for these items;
 - iii) Location where the device training is to be performed if location based training is required after exhausting e-based training; and,
 - iv) The estimated monthly print and copy volumes multiplied by the total months of CPI multiplied by the Standing Offer Cost-per-image (CPI) rate if applicable.
- (f) Call-ups for the Lease of Print Devices: For a list of what is included with all leased print devices please refer to Appendix D of Annex A, NMSO Listed Hardware

Call-ups for the Lease of print device type must include:

- i) The Standing Offer Device model name, OEM Part number and SSC coding;
- ii) The lease commitment period and Standing Offer Firm Monthly Rates (FMR) for the associated commitment period for the print device;
- iii) The estimated monthly print and copy volumes multiplied by the total lease commitment period multiplied by the Standing Offer Cost-per-image (CPI) rate;
- iv) The delivery and installation address of the device and location where Maintenance Services are to be performed;
- v) The name and contact information for the Project Authority

Call-ups for the Lease of Hardware, if required and requested, may include:

- i) Any optional: features (Staple, Fax and Pull Print); services (monochrome CPI and colour CPI) and Add-On items and the Standing Offer FMR or purchase price and SSC coding for these options;
 - ii) The Installation address, OEM Installation part number and Standing Offer specialized (IMACR) Installation Pricing if applicable and SSC coding for these items; and
 - iii) Location where the device training is to be performed if location based training is required after exhausting e-based training.
- (g) Electronic Copies of the Financial Details for Call-ups: Authorized Users must maintain



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for their files for the entire contract period, a copy of the Financial Details from the website, on the date of their Call-up, for all Hardware ordered from the Standing Offer.

Call-ups for the MPS Monthly Overlay for print device type must include:

- i) The Standing Offer MPS Monthly Overlay OEM Part number and SSC coding and the corresponding print devices OEM Part number inclusive of inventory asset tags;
- ii) The logical and virtual (if applicable) installed addresses of the print devices , OEM Installation part number and Standing Offer specialized (IMACR) Installation Pricing if applicable and SSC coding for these items;
- iii) The name and contact information for the Project Authority

Call-ups for the Rental Print Device Types must include:

- i) The Standing Offer Device model name, OEM Part number and SSC coding inclusive of any optional: features (Staple, Fax and Pull Print) and services (monochrome CPI, colour CPI);
- ii) The Standing Offer Rental Administration Fee, commitment period in whole weeks;
- iii) The estimated weekly print and copy volumes multiplied by the Standing Offer Cost-per-image (CPI) rate;
- iv) The estimated weeks of committed rental period multiplied by the Standing Offer Cost-per-image (CPI) rate;
- v) The Installation address, OEM Installation part number and Standing Offer specialized (IMACR) Installation Pricing if applicable and SSC coding for these items;
- vi) Location where the device training is to be performed if location based training is required after exhausting e-based training; and,
- vii) The name and contact information for the Project Authority

Call-ups for the Managed Content Services must include:

- i) The Standing Offer professional services labour category, OEM Part number if applicable and SSC coding;
- ii) The Standing Offer Resource Category per diem (7.5) ceiling rate with estimated and maximum level of effort in hours, days and the time period for completion of the work;
- iii) The location and working hours for the work;
- iv) A description and attached Statement of Requirement (SOR) / Statement of Work (SOW) for the work to be completed;
- v) Individual resource requirements inclusive of security clearances, police records checks, accreditations in good standing etc.;
- vi) A listing of equipment to be supplied by the resource (i.e. lap top) and access control requirements (government issued picture identification, access card), restrictions (escorted access etc.; and,
- vii) The name and contact information for the Client Project Authority who will assign and oversee the work.

17 Call-up Instrument (For NMSO service catalogue and DISO MPS requirements)

Authorized Call-ups against this Standing Offer must be made using the duly completed forms identified or their equivalents by methods such as facsimile, electronic mail, or any other medium deemed acceptable by both the Authorized User and the Offeror.

Goods requested by telephone, facsimile, or e-mail must be followed up by issuing a Call-up or equivalent document no later than the next day. These Call-ups are acceptance of the Offer, constituting a contract,



for the goods described in the Call-up document.

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

Call-Up Instrument for Federal Identified User

For Call-ups issued by a Federal Identified User, the Work will be authorized by the Federal Identified User(s) using an e-commerce platform generated form.

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

- identifies the Standing Offer number;
- signifies acceptance of the terms and conditions of the Standing Offer;
- includes a description and a unit price for each item on the call up;
- identifies the total value of the Call-up;
- identifies a point of delivery;
- includes confirmation of available funds under the applicable legislation, regulation or policy, as applicable;

17.1 Call-Up Process for Optional Adhoc Services (For IMACR, GFE CPI, Enhanced Maximum Time to Restore Service, Add-On items)

- (a) **Call-Ups:** The Work or a portion of the Work to be performed under the Standing Offer will be on an "as-and-when-requested basis" using a Call-up. The Work (e.g. IMACR, GFE CPI, Enhanced Maximum Time to Restore Service, Add-On items) described in the Call-up must be in accordance with the scope of the Standing Offer for goods and services identified in the Annex Statement of Work. The Offeror must not commence work until a validly issued Call-up has been issued by Canada and received by the Offeror. The Offeror acknowledges that any work performed before such issuance and receipt will be done at the Offeror's own risk.
- (b) **Form and Content of draft Call-up:**
- (i) The Project Authority will provide the Offeror with a description of the work using the generic Call-up Form specified in on E-commerce platform.
- (ii) The draft Call-up will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The draft Call-up will also include the applicable bases and methods of payment as specified in the Standing Offer.
- (iii) A draft Call-up must also contain the following information, if applicable:
- the standing offer number;
 - the Call-up number;
 - SSC goods and services coding;
 - the date by which the Offeror's offer must be received (which will appear in the draft Call-up, but not the issued Call-up);
 - the details of any financial coding to be used;
 - the types of goods and services and the volume of each required (if



applicable);

- a description of the work outlining the activities to be performed and identifying any deliverables;
- the start and completion dates;
- milestone dates for deliverables and payments (if applicable);
- the number of person-days of effort required (if applicable);
- whether the work requires on-site activities and the location;
- the language of the work required (if applicable);
- the level of personnel, facilities and document safe guarding security clearances required for the work (if applicable);

the price payable to the Offeror for performing the work, with an indication of whether it is a firm price or a maximum Call-up price (and, for maximum price work authorizations, the Call-up must indicate how the final amount payable will be determined; where the Call-up does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Offeror demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and

- any other constraints that might affect the completion of the work.

(c) **Offeror's offer to Draft Call-up:** The Offeror must provide to the Project Authority, within 2 Federal Government Work Day (FGWD's) of receiving the draft Call-up (or within any longer time period specified in the draft Call-up), the proposed total price for performing the work and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Standing Offer. The Offeror's quotation shall not exceed the ceiling price set out in the Standing Offer. The Offeror will not be paid for preparing or providing its offer or for providing other information required to prepare and validly issue the Call-up.

(d) **Call-up Limit and Authorities for Validly Issuing Call-up:**

To be validly issued, a Call-up must include the following signatures:

(i) for any Call-up with a value, inclusive of revisions, of less than or equal to \$100,000.00 (including Applicable Taxes), the Call-up must be signed by:

- the Project Authority

(ii) for any Call-up against the DISOs with a value, inclusive of revisions, of less than or equal to \$400,000.00 (including Applicable Taxes), the Call-up must be signed by:

- the DISO Client Project Authority

(iii) for any Call-up with a value greater than \$100,000.00 (including Applicable Taxes) or for any Call-up against DISO with a value greater to \$400,000.00 (including Applicable Taxes), a Call-up must include the following signatures:



- the Project Authority or the DISO Client Project Authority; and
- the Standing Offer Authority or the Departmental Individual Standing Offer (DISO) Contracting Authority (CA).

Any Call-up that does not bear the appropriate signatures is not validly issued by Canada. Any work performed by the Offeror without receiving a validly issued Call-up is done at the Offeror's own risk. If the Offeror receives a Call-up that is not appropriately signed, the Offeror must notify the Contracting Authority. By providing written notice to the Offeror, the Contracting Authority may suspend the Client's ability to issue Call-ups at any time, or reduce the dollar value threshold described in sub-article (A) above; any suspension or reduction notice is effective upon receipt.

- (e) **Consolidation of Call-ups for Administrative Purposes:** The Standing Offer may be amended from time to time to reflect all validly issued Call-ups to date, to document the Work performed under those Call-ups for administrative purposes.

18 Call-up Limitations

18.1 NMSO limitations on the Service Catalogue

An Authorized User may issue a Call-up directly to any NMSO holder in the applicable category, as per the Call-up procedures described above and up to the applicable Call-up Limitation specified below, Applicable Taxes included, inclusive of any revisions in accordance with the following:

Any call-ups to be issued in excess of the call-up limits must be authorized by the Standing Offer Project Authority and Standing Offer or the Contracting Authority before issuance.

18.1.1 Call-ups of Print and Scan Device Types

For the Purchase of Print and Scan Devices, including CPI (which may include within the Call-up Limitation, additional features (Staple, Fax and Pull Print, and scanner preventative maintenance kits); services (monochrome CPI, colour CPI and scan device Advance Exchange) and Add-On items (if specified in the Call-up), and must include within the Call-up Limitation, the total sum of prices for all items included in the call-up, the total estimated Cost Per Image (CPI) charges (whether or not they are included in the Call-up) and any provincial disposal surcharges and GST/HST);

For Call-ups for Leased Print Devices (which may include within the Call-up Limitation, additional features (Staple, Fax and Pull Print); services (monochrome CP, colour CPI) and Add-On items and must include within the Call-up Limitation, the total Firm Monthly Rate (FMR) and corresponding lease term (24, 36, 48 or 60 months) from the Service Catalogue; and, the total estimated Cost Per Image (CPI) charges; and any provincial disposal surcharges and GST/HST):

Standard Limits:

Up to \$100,000.00: the Authorized User may place the Call-up with the Best Value NMSO holder. Any changes or revisions to the limit will be reflected by an amendment to the Standing Offers.

18.2 DISO limitation on MPS and Service Catalogue

A DISO Authorized User may issue a Call-up directly to their DISO holder in any category, as per the Call-up procedures described above and up to the applicable Call-up Limitation specified below, Applicable Taxes included, inclusive of any revisions in accordance with the following:



Any call-ups to be issued in excess of the call-up limits must be authorized by the Standing Offer Project Authority and Standing Offer Contracting Authority before issuance.

18.2.1 For Call-ups against DISO for MPS and/or Purchase or Lease of Devices (which may include within the Call-up Limitation, additional features (Staple, Fax and Pull Print, and scanner preventative maintenance kits); services (monochrome CPI, colour CPI and scan device Advance Exchange) and Add-On items (if specified in the Call-up) and must include within the Call-up Limitation, the total Firm Monthly Rate (FMR) charges and corresponding lease term (24, 36, 48 or 60 months) from the Service Catalogue; the total sum of prices for all items included in the call-up, the total estimated Cost Per Image (CPI) charges (whether or not they are included in the Call-up) and any provincial disposal surcharges and GST/HST):

DISO Limits:

up to \$400,000.00: the Authorized User may place the Call-up with the DISO holder for the acquisition from service catalogue or MPS; Clients with DISOs do not need to follow the NMSO procedures of acquiring the devices and may continue to acquire using the DISO holders offered services catalogue in order to maintain the standard and taking advantage of the additional percentage discounts against the service catalogue or negotiated discounts.

In the event, DISO holder is incapable of meeting the requirements and/or not offering the Best Value continuously, the client may choose to acquire using the NMSO Call-up methodology or at the discretion of Standing Offer may use other sources as per the exceptions described in the Exceptions to the Call-up Limitations clause below.

Above \$400,000.00: Requirements above \$400,000.00 will be processed by SSC, either simply using the Call-up process or may initiate a competition among the NMSO holders.

A competitive process among the NMSO holders may be requested for requirements of less than \$400,000.00, in particular for clients who do not have a DISO in place and have an urgent need and/or for more complex requirements such as those across multiple categories, or where there are large quantities of low dollar value devices.

The Call-up Limitations, including requirements above \$400,000.00 will apply to any aggregate requirement.

18.3 For Call-ups of Cost-per-image (CPI) only:

the Authorized User may place Call-ups valued at up to \$100,000.00, GST/HST included, that consist of CPI charges, provided the CPI rates for the identically configured devices are listed on the e-commerce platform at the time of Call-up. Call-ups for the provision of Imaging Consumables through a CPI program must be placed for a minimum duration of 12 months. Call-ups for CPI only, valued at more than \$100,000.00 must be issued by SSC Standing Offer or DISO Contracting Authority upon satisfactorily accepting the reasons for not initiating with the initial purchase under their authority.

18.4 For Call-ups of Additional Goods and Services only:

the Authorized User may place Call-ups valued at up to \$25,000.00, GST/HST included, that consist of Additional goods and services only from any of the NMSO holder. Any Call-ups of Additional goods and services exceeding \$25,000.00 must be issued by the Standing Offer Authority.

18.5 Exceptions to the Call-up Limitations:

Where the Standing Offer Authority agrees that an Authorized User's requirement in a category cannot be met by the NMSO holder with the identified call-up limitations, because that NMSO holder:

- (a) cannot supply all the devices required by the Authorized User within the Delivery time



- frames specified in the Resulting Contract clauses;
- (b) does not have a product listed in the Best Value category for the quarter on the e-commerce platform that meets all the legitimate operational requirements of the Identified User, including devices or personnel security needs;
- (c) has already defaulted on a Call-up issued by the Authorized User for the required devices; or,
- (d) has shown itself incapable of meeting the service requirements for that specific Authorized User; or,
- (e) other clients provided justifications, acceptable by the Standing Offer Authority

then the Standing Offer Authority may place a Call-up (or the Authorized User requests and receives written permission from the Standing Offer Authority to place a Call-up) with the next highest ranked NMSO holder that can satisfy the requirements or the Standing Offer Authority may use other sourcing methods to procure the devices.

18.6 Hardware Lease Extensions:

Call-up amendments made by the Authorized Users for Device Lease Extensions pursuant to the NMSO must not exceed \$100,000.00 or for DISO \$400,000 (including the total Firm Monthly Rate (FMR) cost, the total estimated Cost-per-Page (CPI) charges, provincial disposal surcharges and GST/HST).

18.7 Non-standing offer items:

Non-standing offer items including but not limited to peripherals and associated components which connect to or integrate with the device) must be approved, in writing, by the Standing Offer Authority before being included in any call-up against this NMSO. 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.

Call-ups made against these Non-standing offer items are non-competitive and only the non-competitive call-up authorities can be used.

18.8 Terms to be Confirmed in the Call-up:

At the time of the Call-up, the Offeror must:

- (a) provide the Authorized User with any wiring specifications or special environmental conditions required for the site. Any alterations to the site are the responsibility of the Authorized User;
- (b) confirm the language requirements of the Authorized User for the user manuals to be delivered with the products; and
- (c) confirm whether receipt of the user manuals on CD-ROM or downloadable from the Internet is acceptable (instead of delivery of hard copies)

19 Priority of Documents

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

- (a) the call up against the Standing Offer, including any annexes;
- (b) the articles of the Standing Offer, including any annexes, attachments, forms;
- (c) the general conditions 2009, Annex F, General Conditions - Standing Offers - Goods or Services
- (d) the supplemental general conditions:



- 4001 (2013-01-28) Hardware Purchase, Lease and Maintenance;
 - 4003 (2010-08-16) Licensed Software;
 - 4004 (2010-08-16) Maintenance and Support Services for Licensed Software
- (e) the general conditions:
- 2030 (2013-03-21) General Conditions - Higher Complexity - Goods, apply to and form part of the Contract;
 - 2035 (2013-03-21) General Conditions - Higher Complexity - Services, apply to and form part of the Contract
- (f) the Offeror's offer dated February 1, 2019,: "as clarified on February 25th, 2019 & March 1st, 2019

20 Certifications and Additional Information

20.1 Compliance

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

20.2 Status of Availability of Resources - Standing Offer

If for reasons beyond its control, the Offeror is unable to provide the services of an individual or Key resource(s) mentioned in its offer, the Offeror may propose a substitute with similar or higher qualifications and experience.

If in Canada's sole judgement the Offeror is unable to provide a substitute with similar or higher qualifications and experience, Canada at its sole discretion may set aside the standing offer.

21 Delivery-Specific Deliverable Substitutions of Hardware

If the Offeror is unable to provide a specific item of Goods and Services ordered under the Standing Offer and wishes to offer a substitute in respect of that order, the Offeror must submit a request to the Standing Offer Authority together with a certificate that the proposed substitute item meets or exceeds the specification(s) of the existing product being substituted and the price for the substitute product must not exceed:

- (a) the firm price (or ceiling price, if applicable) for the goods and services originally offered in the Offeror's offer that resulted in the award of the Standing Offer;
- (b) the current published list price of the substitute product, minus any applicable Government discount; or the price at which the substitute product is generally available for purchase, whichever is the lowest.

The substitute item must not be shipped until formally authorized by the Standing Offer Authority after the Project Authority determines the substitution is acceptable. Whether or not to accept or reject a proposed substitution is entirely within the discretion of Canada.

The ability to propose a substitute for a specific delivery does not relieve the Offeror of its obligation to make delivery within the period set out in the Standing Offer, regardless of whether or when the proposed substitution is approved.

22 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed,



and the relations between the parties determined, by the laws in force in Ontario.

23 Standing Offer Expansion

SSC may, at any time, conduct further competition for inclusion of new device types, Categories or Sub-Categories, including Categories for Imaging Equipment in scope but not covered under this current NMSO and the resulting Offers may be incorporated into this series of National Master Standing Offers and Departmental Individual Standing Offers. Requirements for new device types, Categories and Sub-Categories will be subject to competition among the current Standing Offer Holders.

In cases where changes to the NMSO and/or DISO terms and conditions have occurred since the Offeror was first issued a Standing Offer, offerors may be requested to agree to apply the updated terms and conditions incorporated in a subsequent solicitation process to all Categories and Sub-Categories within their Standing Offer.

24 Quarterly Price Refresh

On a quarterly basis, the Print and Scan Service Catalogues will be subject to a quarterly price refresh on the 1st FGWD of the first month of each quarter, April, July, October and January of each year of the NMSO. Based on the issue date of the first NMSO Canada will commence the quarterly price refresh on October 1, 2019 and all refreshes will follow the annual quarterly schedule of April 1st, July 1st, October 1st and January 1st. When the quarterly refresh date is not on a FGWD the refresh will transfer in that period only to the next FGWD. NMSO's issued subsequent to the first NMSO will be subject to the first price refresh date that falls after the issuance of the NMSO and that also provides ample time to execute the quarterly price refresh process .

All pricing and rates for goods and services are ceiling prices. Quarterly price refreshes and associated lease interest rate fluctuation and foreign currency fluctuations pertain to the NMSO print and scan Service Catalogue inclusive of print: device type; additional features; CPI; and scan: device type; preventative maintenance kit; and, scan Advance Exchange.

The initial Offer ceiling price sets the baseline of the Offeror's ceiling price in the Service Catalogues. The Quarterly Price Refresh will maintain the Offeror's price in the Catalogue when the same price as the previous quarter has been submitted or will reduce the Catalogue ceiling price when they submit a new ceiling price that must be lower than the previous quarter's ceiling. The new ceiling price becomes the new baseline and all subsequent price submissions can be equal to or must be lower than the previous quarter's baseline.

The NMSO Service Catalogue prices and best value calculations will be adjusted quarterly based on the quarterly price input by the Offeror's. The DISO discount rates will be applied to the NMSO Service Catalogue to determine the quarterly price refresh for the DISO Service Catalogue.

The NMSO Service Catalogue and DISO Service Catalogue are adjusted quarterly to reflect the quarterly price adjustments. These prices are utilized for future call-ups. Executed call-ups are contracted services and are not subject to the new prices resulting from the quarterly price refreshes.

The Print device Service Catalogue and the Scan Device Service Catalogue pricing are subject to quarterly threshold adjustments for interest rate and foreign currency fluctuation.

The print device Service Catalogue lease financing price adjustments threshold is based on the BOC V39078 which will be assessed quarterly, a cumulative absolute rate change of 100 basis points or more within a quarter or from quarter over quarter will exceed the threshold and trigger a price adjustment. The initial BOC V39078 baseline rate will be the rate calculated at the first quarterly refresh executed for the NMSO. The cumulative rate change measure will reset its base



The print and scan device Foreign Currency Exchange Price Adjustment Threshold: BOC FXUSDCAD will be assessed quarterly, a cumulative quarter over quarter absolute dollar change (+/-) of \$0.10 CDN or more within a quarter or from quarter over quarter will exceed the threshold and trigger a price adjustment.

The following quarterly calculations process for price refresh, interest rate and foreign currency threshold adjustments are indicated as FGWD dates from the beginning of the last month of each quarter:

By the 5th FGWD the SSC Standing Offer Authority or its delegate will publish the BoC "V39078" Bank Rate and the BoC "FXUSDCAD" USD Foreign Exchange rate inclusive of the cumulative quarter over quarter rate/price change for the previous 1st FGWD to determine if thresholds +/- have been met, if so Canada will use the respective rates from the 1st FGWD for the algorithm re-calculation.

The 5th FGWD notification will include the updated Service Catalogue adjusted for the interest rate and or foreign currency price fluctuations as applicable.

By the 10th FGWD the NMSO holders must submit their price refreshes to the SSC Standing Offer Authority. The NMSO holders refreshed price submission must be based on the SSC updated Service Catalogues published on the 5th FGWD.

On the 20th FGWD SSC will publish the best value Print and Scan Device Service Catalogues which will become active on the 1st FGWD of the Quarter.

The rates are published as follows on the Bank of Canada website:

Bank of Canada V39078 Daily Bank Rate

<https://www.bankofcanada.ca/rates/interest-rates/canadian-interest-rates/>

Home » Statistics » Interest Rates » Canadian Interest Rates and Monetary Policy Variables: 10-Year Lookup

Canadian Interest Rates and Monetary Policy Variables: 10-Year Lookup

Notice: Since 30 March 2015 Thomson Reuters Benchmark Services Limited has been responsible for the calculation of the CORRA rate. This rate, as calculated by Thomson Reuters, is published by the Bank at the end of the day. [More information](#)

Notice: As part of a periodic exercise to review and update current definitions, the Overnight Money Market Financing Rate (OMMFR) has been updated to provide more clarity on the calculation of this metric, specifically the types of collateral and transactions that are included. Also as part of this review, effective 1 October 2015, the Bank of Canada will be delaying the publication of the OMMFR by an additional business day. Hence, from that date, the OMMFR will be available shortly after 1:00 ET two business days following its calculation. [More information](#)

Specific Date or Range

Start (or single date) to

Date Format: yyyy-mm-dd

Quick Date:

Latest: 1 day for daily series.

Latest: 1 week for weekly series.

Latest: 1 month for monthly series.

Search Criteria

Monetary Policy and I/TS Statistics:	Daily	Weekly	Monthly
Target for the overnight rate	<input type="checkbox"/> V39079		
Overnight money market financing rate	<input type="checkbox"/> V39060		
Bank rate	<input checked="" type="checkbox"/> V39078	<input type="checkbox"/> V30691310	<input type="checkbox"/> V122830

Canada will insert the single date for the 5th FGWD and will select the Daily Bank Rate check box for V39078.

Bank of Canada FXUSDCAD Daily Exchange Rate



<https://www.bankofcanada.ca/rates/exchange/daily-exchange-rates-lookup/>

Daily Exchange Rates Lookup

Terms and Conditions
All Bank of Canada exchange rates are indicative rates only, obtained from averages of aggregated price quotes from financial institutions. Please read our full [Terms and Conditions](#) for details.

Currencies
Select one or more currencies *

Select currencies

Please select one or more currencies to compare.

Select All Clear

Dates
Select date range

1 week

Search

Notes

- The daily average exchange rates are published once each business day by 16:30 ET.
- If you select a date that falls on a weekend, the search will display rates for the closest business day(s) to that date. Leading and trailing date ranges where the exchange rate for a currency does not exist are omitted.

Canada will choose “Custom” from the drop down Select date range to identify the exchange rate on the 5th FGWD.

The quarterly price refresh applies to the following ceiling prices of the following NMSO components:

Print Device NMSO Service Catalogue Price: Base, Staple, Fax, Pull Print, CPI Monochrome and CPI Colour, and Warrant Extension % Rate.

Scan Device NMSO Service Catalogue Price: Device and the Preventative Maintenance Kit.

BOC Bank Rate Fluctuation Adjustment applies to the lease calculations in the Print Device Service Catalogue for 24, 36, 48 and 60 months.

Bank of Canada Foreign Currency Exchange Fluctuation Adjustment applies to the quarterly refresh applicable components only in the Print and Scan Devices Catalogues.

If new NMSO holders are introduced when the NMSO commences the new NMSO holder(s) will align to the existing quarterly price refresh schedule and will take on the same BoC Bank Rate and Foreign Currency fluctuation cumulative rate position so they are on par with the other DISO holders.

During the Standing Offer Period, SSC 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.

24.1 Reporting, Quarterly Price Refresh and VPI Scoring and Appeals Process Cycle

The Reporting, Quarterly Price Refresh and VPI Scoring and Appeals processes are integrated and repetitive throughout the term of the Standing Offers. Offers must adhere to the processes and integrated cycle of deliverables, events and activities. The following table provides an overview of the integrated cycle and the particulars are further described within the respective sections of the NMSO for the integrated components.



Reporting, Quarterly Price Refresh and VPI Scoring and Appeals Process Integrated Cycle Overview							
Primary Activity	Secondary Events	Party		Period			Particulars
		SSC	Contractor	FGWD(s)	Period	Timing	
Standing Offer Reporting	Monthly Reporting		Submits	5th	Quarterly	Monthly	5th FGWD From Month End
	Quarterly Reporting		Submits	10th		Quarterly	10th FGWD From Quarter End
Quarterly Price Refresh (QPR)	BOC Interest Rate and FX Rates	Threshold Assessment		1st		Month #3	1st FGWD of the 3rd Month of the Existing Quarter
	Current Catalogue Reprice	Publish (Info Purposes Only)		5th		Month #3	5th FGWD of the 3rd Month of the Existing Quarter
	Price Refresh		Submission	10th		Month #3	10th FGWD of the 3rd Month of the Existing Quarter
	Repriced Catalogue	Publish		20th		Month #3	20th FGWD of the 3rd Month of the Existing Quarter
	Repriced Catalogue Activated	Publish		1st		Month #1	1st FGWD of the 1st Month of the Current Quarter
Vendor Performance Incentive (VPI) Initiative	VPI Score	Score Distribution		1st		Month #2	1st FGWD of the 2nd Month of the Current Quarter <i>(Dependent on Previous Quarters Report - Submitted 10th FGWD of 1st Month of the Current Quarter)</i>
	VPI Appeal		Submission	10th		Month #2	10th FGWD of the 2nd Month of the Current Quarter
	VPI Project Authority Settlement	Re-evaluation and Engagement		35		Month #2 & #3	Up to 35 FGWD's from the 10th FGWD of the 2nd Month based on an Appeal submission to the Project Authority.
	VPI Office Escalation (Final Decision)	Escalated Appeal		35	Month #1 and #2 of Quarter N+1	Up to 35 FGWD's from the 10th FGWD of the 2nd Month based on an Appeal submission.	
	VPI Score	Final Score		1st	Month #3 of Quarter N+1	VPIO releases final VPI score decision on the 1st FGWD of the 3rd month of the Quarter following the Appeal	
Quarterly Price Refresh	VPI Score Evaluation within QPR	Calculation		20th	Month #3 of QPR Quarter	VPI Score is integrated in the Quarterly Price Refresh process during the final month of a quarter.	

VPI Scheduled for Implementation into Quarterly Price Refresh in Q3 based on Q1 and Q2 Scoring

24.2 Promotional Pricing

Promotional pricing may be offered for the entire DISO Service Catalogue as temporary pricing that is put in place for up to 60 calendar days at a time at the discretion of the offeror. Promotional pricing does not lower the ceiling prices within the DISO Service Catalogue. Promotional pricing may be offered at any time by the offeror.

25 Identification of Best Value Offerors

The Offeror offering the best value, e.g. initially the lowest price for the device types 60-month TCO, will be considered the Best Value offeror for that particular device in the Print Service Catalogue and in the Scan Service Catalogue. Canada will also introduce into best value a measure of the NMSO holders' use of SMEs. In addition, and at Canada's discretion, future best value may include but not be limited to Vendor Performance scores.

The best value offeror for the NMSO print service catalogue is a 60-month TCO calculation of the device type comprised of following configurations and weightings:

- i. 50% of Base + Pull Print configuration; and
- ii. 50% Base + All-in (additional features).

The best value in each print device type will be awarded the call-ups against that device type regardless of the call-up configuration.



The best value offeror for the NMSO scanner service catalogue is a 60-month TCO calculation of the device type comprised of following configuration and weighting:

- iii. 100% Base + Preventive Maintenance Kit unit volumes based on the yield and annual duty cycle + 20% of the base price representing the Advance Exchange.

The best value in each scan device type will be awarded the call-ups against that device type regardless of the call-up configuration.

See the pricing tables in Annex B for additional information.

26 Withdrawal or Suspension of Authority to Use Standing Offer

- (a) Canada may, at any time, for operational reasons, withdraw authority from Authorized Users to use this Standing Offer.
- (b) Canada may also, at any time, withdraw authority from Authorized 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 Goods and Services 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 Standing Offer;
 - (ii) Delivery of Goods and Services that provides a lower level of performance than or otherwise does not meet the technical requirements or the technical specifications of the approved and posted Goods and Services in the e-commerce platform, whichever is higher;
 - (iii) Late deliveries;
 - (iv) Poor warranty/maintenance service (for example, not meeting the service level requirements);
 - (v) Unauthorized substitution of Goods and Services without prior written authorization from the Standing Offer Authority;
 - (vi) Price revision without prior written authorization from the Standing Offer Authority;
 - (vii) 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 systems currently available under this Standing Offer (as set out in the e-commerce platform).
 - (viii) Failure to submit complete and accurate Activity Reports within the required time frames;
 - (ix) Breach of any of the specific terms and conditions detailed in the Standing Offer (e.g., failure to meet the service levels for Goods and Services, failure to respect the Call-up limitations, etc.); and
 - (x) Refusing a Call-up at any time or for any reason, from any Authorized User where the Call-up is for a currently listed and approved under this Standing Offer.



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- (d) The Offeror acknowledges that Canada may suspend the authority of Authorized Users to use the Offeror's Standing Offer for a period of up to 3 months upon the first suspension.
- (e) The Offeror acknowledges that Canada may suspend the authority of Authorized 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) Any offeror whose subcontractor is found to be in breach of any of the terms and conditions of this Standing Offer or a Call-up may be asked to remove that subcontractor from its list of subcontractors, in addition to any other remedy SSC may invoke. Refusal to do so may result in setting aside the authority to use this Standing Offer.
- (h) If Canada intends to set aside the authority to use this Standing Offer for cause, the Standing Offer Authority will inform the Offeror in writing and provide the Offeror 10 calendar days within which to make representations, before making a final decision on setting aside the authority to use the Standing Offer.

27 Termination of Individual Contracts made under this Standing Offer resulting in the suspension or withdrawal of authority to use this Standing Offer

If an individual contract made under this Standing offer is terminated, for default or 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 or withdrawal of authority to use this Standing Offer.

28 Replacement of the SO holder in case of suspension or termination

If any of the NMSO holders standing offer is suspended or terminated, Canada may contact the next-ranked Offeror (if any with open offer) whose offer complied with all the requirements of the Request for Standing Offer then that new Offeror may be issued a Standing Offer. Canada may, but will have no obligation to, contact the next-ranked Offeror. Canada may also consider opening on Buy and Sell, in case no remaining offers available.

29 Expansion of Offerors following Withdrawal of Authority to Use Standing Offer

- (a) Notwithstanding the fact that the Standing Offer Authority reserves the right to add additional device types, Categories or Sub-Categories throughout the Standing Offer period, if the number of offerors is reduced during the Standing Offer Period for any reason (including setting aside authority to use a Standing Offer), Canada may, in its sole discretion, do one or more of the following in respect of any device type, Category or Sub-Category:
 - (b) leave the device type, Category or Sub-Category "as is" (i.e., the Standing Offers of the remaining offerors will remain available for Call-ups);
 - (c) call for new Offers in respect of one or more affected device type, Category or Sub-Category through the competition among the Standing Offer holders; or
 - (d) contact the next-ranked Offeror (if any with open offer) whose offered Goods and



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Services or offer complied with all the requirements of the Request for Standing Offer then that new Offeror may be issued a Standing Offer. Canada may, but will have no obligation to, contact the next-ranked Offeror. Depending on the categories required, Canada may also consider opening on Buy and Sell for the selected categories.

B. CONTRACT CLAUSES

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

30 Statement of Work

The Contractor must perform the Work and provide the items described and detailed in the call-up against the Standing Offer.

31 Standard Clauses and Conditions

31.1 General Conditions

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

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

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

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

31.2 Supplemental General Conditions

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

4003 (2010-08-16) Licensed Software, apply to and form part of the Contract;

Section 02 License Grant, part 4 of 4003 (2010-01-11) Licensed Software refers to "Device License" instead of "User License".

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

32 Term of Contract

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

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



Hardware expires, or on the day that the final Maintenance work initiated during the Hardware Maintenance Period is complete, or at the end the of Cost-per-Image (CPI) commitment period, whichever is later.

33 Delivery Date

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

- (a) **NMSO and DISO Devices Delivery Date:** Unless otherwise specified in the Call-up or the Authorized User has agreed in writing to other arrangements, delivery of all Goods and Services must be made within the following period (the "Delivery Date"):
 - (i) 10 FGWD's for orders of fewer than 20 Hardware products; or
 - (ii) 15 FGWD's calendar days for orders of 20 or more Hardware products; or
 - (iii) Program Management Office – 10 FGWD from contract award; or
 - (iv) NMSO Service Delivery Portal – 40 FGWD.

DISO MPS delivery must be completed in accordance with the call-up instructions specific to the DISO MPS deployment plan.

- (a) **Delivery of Goods and Services:** The Offeror agrees to deliver goods and services based on the requirements indicated in the Annex a SOW and within the Call-up, to the Identified User, according to the prices, terms and conditions in this Standing Offer. Goods and Services must be delivered on an "as and when requested" basis to the location(s) specified in the Call-up, which may be locations anywhere in Canada.
- (b) **Hardware to be New, Off-the-Shelf, and Current:** In addition to and notwithstanding 4001 (2010-01-11) Supplemental General Conditions "Hardware Purchase, Lease and Maintenance" Section 02 "Hardware Must Be New", The Hardware must be new and unused (however, some parts used in the manufacture of the Hardware may be refurbished, if they are certified as equal quality to new and unused parts); "off-the-shelf" (composed of standard equipment requiring no further research or development); of current manufacture (still in production and actively marketed by the OEM); and conform to the current issue of the applicable specification and/or part number of the OEM.
- (c) **Contact after receipt of Call-up:** Upon receipt of the Call-up, the Contractor must acknowledge receipt and advise the Authorized User of its best delivery date (which date must be no later than the "Delivery Date"). If the required number of goods and services exceeds or threatens to exceed the Offeror's ability to supply by the "Delivery Date", the Offeror must immediately advise the Standing Offer / Contracting Authority and the Authorized User. The Contracting Authority will have the option of terminating the Call-up for default, extending the delivery date, or of accepting late delivery. Deliveries received after the "Delivery Date" will be subject to liquidated damages.
- (d) **Contact before Delivery:** Unless otherwise specified in the Annex A SOW, Call-up or the Authorized User has agreed in writing to other arrangements, the Offeror must contact the Authorized User (or any individual designated as "Delivery Contact" in the Call-up) a minimum of twenty-four (24) hours prior to the delivery of any Goods and Services. Failure to make contact may result in the shipment being refused at destination; any re-shipping costs will be the Offeror's responsibility.
- (e) **Delivery Report:** In addition the Annex A SOW reporting requirement, if specified in the



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Call-up, the Offeror must provide the Authorized User with a Delivery Report detailing the delivery location and asset number if applicable of all goods and services delivered within two weeks of delivery.

- (f) **Licensed Software:** The Goods and Services must be delivered with any software specified in the Call-up or required for the Goods and Services to function in accordance with the SOW requirements". The Licensed Software must be the current release and, unless otherwise specified, require no further research or development to meet the requirements (and any other functionality described in the Standing Offer or Call-up).
- (g) **Configuration:** The Offeror must deliver all Goods and Services in accordance with the NMSO configuration, as defined in the Annex A and Annex A-1 SOW as applicable. If the Call-up specifically requests changes to the NMSO Configuration the Offeror must configure the Goods and Services, including installation of all additional goods and services ordered on the initial Call-up, prior to shipment of the goods and services to the delivery destination.
- (h) **Exercising Options to Supply Optional Additional Quantities:** If this Standing Offer was issued using SSC authority, options to purchase additional quantities specified in the Call-Up may be exercised through amendments to the Call-up at any time within the time frame specified in the Call-up. Canada is under no obligation to purchase any optional quantities.

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

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

34 Compatibility Sub-Test

For any Call-up of 5 units of Goods and Services or more, an Authorized User or the Standing Offer Authority may specify, prior to placing a Call-up, that the Contractor provide a unit of Goods and Services in the configuration(s) required for a compatibility sub-test, prior to delivery of the Goods and Services, to determine whether the ordered Goods and Services will meet the Authorized User's compatibility requirements. To complete these tests, the Contractor must deliver and set up, (at any location with Zone A or B designated by Canada) within 10 FGWD. Goods and Services provided for compatibility sub-testing will be delivered and set up at no additional cost to the Identified User.

The Goods and Services delivered for testing must:

- i) be configured in accordance with the Identified Users actual requirements;
- ii) be loaded with all necessary software inclusive of drivers; and
- iii) be compatible with the specific hardware devices (inclusive of access control devices),



network and or software (inclusive of applications and drivers) requirements identified by the Authorized User or the Standing Offer Authority at the time notice of testing is given to the Contractor.

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

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

35 Inspection and Acceptance

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

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

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

36 Payment

36.1 Basis of Payment

- (a) For the supply (Lease, Purchase or Rental) as covered in Annex B, delivery, configuration, installation, move, add, change and replace (if required by the Call-up), integration (if required by the Call-up) and user training (if required by the Call-up), of the Goods and Services described in the Call-up, including the associated documentation, and including the Hardware Maintenance (Warranty) Service, the Contractor will be paid:
 1. If this Contract results from a Call-up made directly by an Authorized User within the Call-up Limitations set out in the Standing Offer, the current prices and applicable DISO discounts published on the e-commerce platform on the date the Call-up is issued; or
 2. If this Contract results from a Call-up made by the Contracting Authority, the prices set out in the Call-up.
- (b) **GST/HST:** The Goods and Services Tax (GST) and the Harmonized Sales Tax (HST) are extra. GST/HST, to the extent applicable, must be incorporated into all invoices and progress claims and will be paid by Canada. GST/HST must be shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST/HST does not apply must be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any GST/HST paid or due.
- (c) **Provincial Sales Tax:** The prices do not include provincial sales tax. If a provincial sales



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

- (d) **Provincial Electronics Disposal Surcharge:** If the Goods and Services is delivered, whether through lease or purchase, to a province that has in place a provincially legislated electronics disposal surcharge, all standing offer prices are exclusive of this surcharge (if applicable) unless otherwise indicated. The surcharge is extra to the price and will be paid by Canada to the Contractor who will bear full responsibility for remitting any such surcharges to the appropriate authority.
- (e) **Credit Card Payment:** The Contractor will not add any surcharge for payment by credit card.

37 Method of Payment

1. Purchase

For the purchase of Goods and Services, including but not limited to Service Catalogue items consisting of Devices, Additional Features, Add-On's and IMACR, in accordance with the payment provisions of the Standing Offer subject to (a), (b) and (c) below.

2. Monthly and Monthly Re-occurring Goods and Services

For monthly re-occurring Goods and Services, including but not limited to Service Catalogue items consisting of device leases, rentals (when applicable), CPI, MPS Overlay, and Managed Content Services Professional Services Canada will pay the Offeror on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Standing Offer if:

- (a) an accurate and complete invoice and any other documents (time sheet inclusive of level of effort breakdown) required by the Standing Offer have been submitted in accordance with the invoicing instructions provided in the Standing Offer;
- (b) all such documents have been verified by Canada;
- (c) the Work performed has been accepted by Canada.

3. Payment Credits

Repeated Non-Performance: Should the goods and service(s) fail to meet the Service Level Targets and objective as set out in Annex A SOW

Corrective Measures: If credits are payable under this Article for two consecutive months or for three months in any 12-month period, the Offeror must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Offeror will have five FGWD's to deliver the action plan to the Client and the Standing Offer Authority and 20 FGWD's (Canada at its discretion may allow additional extensions) to rectify the underlying problem. Canada may at its discretion allow for extensions to the plan submission and / or the period to rectify the underlying problem.

Termination for Failure to Meet the Service Level Targets: In addition to any other rights it has under the Standing Offer, Canada may terminate the Standing Offer for default in accordance with the General Conditions by giving the Offeror three months' written notice of its intent, if any of the following apply:

- (a) the total amount of credits for a Client's given monthly (NMSO or DISO) cumulative billing cycle reach a level of 10%; or
- (b) the corrective measures required of the Offeror described above are not met.

This termination will be effective when the three-month notice period expires, unless the Offeror has



sustained the Availability Level during those months.

Credits Apply during Entire Standing Offer Period: The Parties agree that the credits apply throughout the Standing Offer Period.

Credits represent Liquidated Damages: The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty. See Annex I for Liquidated Damages.

Canada's Right to Obtain Payment: The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Offeror from time to time.

Canada's Rights & Remedies not Limited: The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Standing Offer (including the right to terminate the Standing Offer for default) or under the law generally.

Audit Rights: The Offeror's calculation of credits under the Standing Offer is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Offeror. The Offeror must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Offeror's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Offeror must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Offeror's records or systems for identifying, calculating or recording the credits are inadequate, the Offeror must implement any additional measures required by the Contracting Authority.

38 Electronic Payment of Invoices – Call-up

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

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

39 Invoicing Instructions

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

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

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



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

All invoices must contain at a minimum:

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

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

40 Lease Expiration, Termination and Option to Purchase

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

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

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

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

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

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



41 Insurance

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

42 Limitation of Liability - Information Management/Information Technology

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this section, even if it has been made aware of the potential for those damages.

2. First Party Liability:

- (a) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (i) any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - (ii) physical injury, including death.
- (b) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- (c) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- (d) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (a) above.
- (e) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (i) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and



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

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

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

3. Third Party Claims:

- (a) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- (b) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (a), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- (c) The Parties are only liable to one another for damages to third parties to the extent described in this paragraph.

43 Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

44 Supply Chain Security Clauses (Applies to both A & B)

- "Product" means any hardware that operates at the data link layer of the OSI Model (layer 2) and above, any software and Workplace Technology Devices.



- “Workplace Technology Devices” means desktops, mobile workstations such as laptops and tablets, smartphones, phones, and peripherals and accessories such as monitors, keyboards, computer mouse, audio devices and external and internal storage devices such as USB flash drives, memory cards, external hard drives and writable CD or DVD, and print scan and copy devices.
- “Canada’s Data” means any data originating from the Work, any data received in contribution to the Work or that is generated as a result of the delivery of security, configuration, operations, administration and management services, and any data that is transported or stored by the offeror or the contractor or any subcontractor as a result of performing the Work.
- “Work” means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the resulting contract.

On-going Supply Chain Integrity Process

Supply Chain Integrity Process: The Parties acknowledge that a Supply Chain Integrity Process assessment was a key component of the procurement process that resulted in the issuance of this Standing Offer (and/or subsequent standing offers and/or contracts). In connection with that assessment process, Canada assessed the Contractor’s Supply Chain Security Information (SCSI) without identifying any security concerns. The following SCSI was submitted:

- an IT Product List;
- a list of subcontractors; and
- network diagram(s).

This SCSI is included as Annex J. The Parties also acknowledge that security is a critical consideration for Canada with respect to this Standing Offer and/or Contract and that on-going assessment of SCSI will be required throughout the Standing Offer or the Contract Period. This Article governs that process.

Assessment of New SCSI: During the Standing Offer or the Contract Period, the Contractor may need to modify the SCSI information contained in Annex J. In that regard:

The Offeror, starting at standing offer issuance, must revise its SCSI at least once a month to show all changes made, as well as all deletions and additions to the SCSI that affect the services under the Contract (including Products deployed by its subcontractors) during that period; the list must be marked to show the changes made during the applicable period. If no changes have been made during the reporting month, the Offeror must advise the Standing Offer Authority in writing that the existing list is unchanged. Changes made to the IT Product List must be accompanied with revised Network Diagram(s) when applicable.

The Offeror agrees that, during the Standing Offer or the Contract Period, it will periodically (at least once a year) provide the Standing Offer Authority with updates regarding upcoming new Products that it anticipates deploying in the Work (for example, as it develops its “technology roadmap” or similar plans). This will allow Canada to assess those Products in advance so that any security concerns can be identified prior to the Products being deployed in connection with the services being delivered under the Contract and/or resulting contracts. Canada will endeavor to assess proposed new Products within 30 calendar days, although lengthier lists of Products may take additional time.

Canada reserves the right to conduct a complete, independent security assessment of all new SCSI. The Offeror or the Contractor must, if requested by the Contracting Authority, provide any information that Canada requires to perform its assessment.

Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is provided by the Offeror or the Contractor or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of any proposed new SCSI.



Identification of New Security Vulnerabilities in SCSi already assessed by Canada:

The Offeror or the Contractor must provide to Canada timely information about any vulnerabilities of which it becomes aware in performing the Work, including any weakness, or design deficiency, identified in any Product used to deliver services that would allow an unauthorized individual to compromise the integrity, confidentiality, access controls, availability, consistency or audit mechanism of the system or the data and applications it hosts.

The Offeror or the Contractor acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified and, that being the case, new security vulnerabilities may be identified in SCSi that have already been the subject of an SCSi assessment and assessed without security concerns by Canada, either during the procurement process or later during the Standing Offer or the Contract Period.

Addressing Security Concerns:

If Canada notifies the Offeror or the Contractor of security concerns regarding a Product that has not yet been deployed, the Contractor agrees not to deploy it in connection with any resulting Contract(s) without the consent of the Contracting Authority.

At any time during the Standing Offer or the Contract Period, if Canada notifies the Offeror or the Contractor that, in Canada's opinion, there is a Product that is being used in the Offeror or the Contractor's solution (including use by a subcontractor) that has been assessed as having the potential to compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, then the Offeror or the Contractor must:

- (a) provide Canada with any further information requested by the Standing Offer Authority so that Canada may perform a complete assessment;
- (b) if requested by the Contracting Authority, propose a mitigation plan (including a schedule), within 10 business days, such as migration to an alternative Product. The Standing Offer Authority will notify the Offeror or the Contractor in writing if Canada approves the mitigation plan, or will otherwise provide comments about concerns or deficiencies with the mitigation plan; and
- (c) implement the mitigation plan approved by Canada.

This process applies both to new Products and to Products that were already assessed pursuant to the Supply Chain Integrity Process assessment by Canada, but for which new security vulnerabilities have since been identified.

Despite the previous Sub-article, if Canada determines in its discretion that the identified security concern represents a threat to national security that is both serious and imminent, the Standing Offer Authority may require that the Contractor immediately cease deploying the identified Product(s) in the Work. For Products that have already been deployed, the Contractor must identify and/or remove (as required by the Contracting Authority) the Product(s) from the Work according to a schedule determined by Canada. However, prior to making a final determination in this regard, Canada will provide the Offeror or the Contractor with the opportunity to make representations within 48 hours of receiving notice from the Contracting Authority. The Offeror or the Contractor may propose, for example, mitigation measures for Canada's consideration. Canada will then make a final determination.

Cost Implications:

Any cost implications related to a demand by Canada to cease deploying or to remove a particular Product or Products will be considered and negotiated in good faith by the Parties on a case-by-case basis and may be the subject of a Standing Offer and/or Contract Amendment. However, despite any such negotiations, the Offeror or the Contractor must cease deploying and/or remove the Product(s) as required by Canada. The negotiations will then continue separately. The Parties agree that, at a



minimum, the following factors will be considered in their negotiations, as applicable:

- (a) with respect to Products already assessed without security concerns by Canada pursuant to an SCSi assessment, evidence from the Offeror or the Contractor of how long it has owned the Product;
- (b) with respect to new Products, whether or not the Offeror or the Contractor was reasonably able to provide advance notice to Canada regarding the use of the new Product in connection with the Work;
- (c) evidence from the Offeror or the Contractor of how much it paid for the Product, together with any amount that the Contractor has pre-paid or committed to pay with respect to maintenance and support of that Product or other forms of cost substantiation acceptable to Canada;
- (d) the normal useful life of the Product;
- (e) any “end of life” or other announcements from the manufacturer of the Product indicating that the Product is or will no longer be supported;
- (f) the normal useful life of the proposed replacement Product;
- (g) the time remaining in the Standing Offer or the Contract Period;
- (h) whether or not the existing Product or the replacement Product is or will be used exclusively for Canada or whether the Product is also used to provide services to other customers of the Offeror or the Contractor or its subcontractors;
- (i) whether or not the Product being replaced can be redeployed to other customers;
- (j) any training required for Offeror or Contractor personnel with respect to the installation, configuration and maintenance of the replacement Products, provided the Offeror or the Contractor can demonstrate that its personnel would not otherwise require that training;
- (k) any developments costs required for the Offeror or the Contractor to integrate the replacement Products into the Service Portal, operations, administration and management systems, if the replacement Products are Products not otherwise deployed anywhere in connection with the Work; and
- (l) the impact of the change on Canada, including the number and type of resources required and the time involved in the migration.

Additionally, if requested by the Standing Offer Authority, the Offeror or the Contractor must submit a detailed cost breakdown, once any work to address a security concern identified under this Article has been completed. The cost breakdown must contain an itemized list of all applicable cost elements related to the work required by the Standing Offer Authority and must be signed and certified as accurate by the Offeror’s or the Contractor’s most senior financial officer, unless stated otherwise in writing by the Contracting Authority. Canada must consider the supporting information to be sufficiently detailed for each cost element to allow for a complete audit. In no case will any reimbursement of any expenses of the Offeror or the Contractor (or any of its subcontractors) exceed the demonstrated out-of-pocket expenses directly attributable to Canada’s requirement to cease deploying or to remove a particular Product or Products.

Despite the other provisions of this Article, if the Offeror or the Contractor or any of its subcontractors deploys new Products that Canada has already indicated to the Offeror or the Contractor are the subject of security concerns in the context of the Work, Canada may require that the Offeror or the Contractor or any of its subcontractors immediately cease deploying or remove that Product. In such cases, any costs associated with complying with Canada’s requirement will be borne by the Offeror or the Contractor and/or subcontractor, as negotiated between them. Canada will not be responsible for any such costs.

General:

The process described in this Article may apply to a single Product, to a set of Products, or to all Products manufactured or distributed by a particular supplier.

The process described in this Article also applies to subcontractors. With respect to cost implications, Canada acknowledges that the cost considerations with respect to concerns about subcontractors (as



opposed to Products) may be different and may include factors such as the availability of other subcontractors to complete the work.

Any service levels that are not met due to a transition to a new Product or subcontractor required by Canada pursuant to this Article will not trigger a Service Credit, nor will a failure in this regard be taken into consideration for overall metric calculations, provided that the Contractor implements the necessary changes in accordance with the migration plan approved by Canada or proceeds immediately to implement Canada's requirements if Canada has determined that the threat to national security is both serious and imminent.

If the Offeror or the Contractor becomes aware that any subcontractor is deploying Products subject to security concerns in relation to the Work, the Offeror or the Contractor must immediately notify both the Standing Offer and the Project Authority and the Offeror or the Contractor must enforce the terms of its contract with its subcontractor. The Contractor acknowledges its obligations pursuant to General Conditions 2035, Subsection 8(3).

Any determination made by Canada will constitute a decision with respect to a specific Product or subcontractor and its proposed use under this Standing Offer or this Contract, and does not mean that the same Product or subcontractor would necessarily be assessed in the same way if proposed to be used for another purpose or in another context.

Subcontracting:

Despite the General Conditions, none of the Work may be subcontracted (even to an affiliate of the Contractor) unless the Standing Offer Authority has first consented in writing. In order to seek the Contracting Authority's consent, the Offeror or the Contractor must provide the following information:

- (a) the name of the subcontractor;
- (b) the portion of the Work to be performed by the subcontractor;
- (c) the Designated Organization Screening or the Facility Security Clearance (FSC) level of the subcontractor;
- (d) the date of birth, the full name and the security clearance status of individuals employed by the subcontractor who will require access to Canada's facilities;
- (e) completed sub-SRCL signed by the Contractor's Company Security Officer for CISD completion; and
- (f) any other information required by the Contracting Authority.

For the purposes of this Article, a "subcontractor" does not include a supplier who deals with the Contractor at arm's length whose only role is to provide telecommunications or other equipment or software that will be used by the Contractor to provide services, including if the equipment will be installed in the backbone or infrastructure of the Contractor.

Change of Control:

At any time during the Standing Offer or the Contract Period, if requested by the Contracting Authority, the Contractor must provide to Canada:

- (a) an organization chart for the Offeror or the Contractor showing all related corporations and partnerships; for the purposes of this Sub-article, a corporation or partnership will be considered related to another entity if:
 - (i) they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
 - (ii) the entities have now or in the two years before the request for the information had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or



Shared Services Canada - Services partagés Canada

- (iii) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- (b) a list of all the Offeror's or the Contractor's shareholders; if the Offeror or the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; with respect to any publicly traded corporation, Canada anticipates that the circumstances in which it would require a complete list of shareholders would be unusual and that any request from Canada for a list of a publicly traded corporation's shareholders would normally be limited to a list of those shareholders who hold at least 1% of the voting shares;
- (c) a list of all the Offeror's or the Contractor's directors and officers, together with each individual's home address, date of birth, birthplace and citizenship(s); if the Offeror or the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; and
- (d) any other information related to ownership and control that may be requested by Canada.

If requested by the Contracting Authority, the Offeror or the Contractor must provide this information regarding its subcontractors as well. However, if a subcontractor considers this information to be confidential, the Offeror or the Contractor may meet its obligation by having the subcontractor submit the information directly to the Contracting Authority. Regardless of whether the information is submitted by the Offeror or the Contractor or a subcontractor, Canada agrees to handle this information in accordance with Subsection 22(3) of General Conditions 2035 (General Conditions – Higher Complexity – Services), provided the information has been marked as either confidential or proprietary.

The Offeror or the Contractor must notify the Standing Offer Authority in writing of:

- (a) any change of control in the Offeror or the Contractor itself;
- (b) any change of control in any parent corporation or parent partnership of the Offeror or the Contractor, up to the ultimate owner; and
- (c) any change of control in any subcontractor performing any part of the Work (including any change of control in any parent corporation or parent partnership of the subcontractor, up to the ultimate owner).

The Offeror or the Contractor must provide this notice by no later than 10 Federal Government Working Days (FGWDs) after any change of control takes place (or, in the case of a subcontractor, within 15 FGWDs after any change of control takes place). Where possible, Canada requests that the Offeror or the Contractor provide advance notice of any proposed change of control transaction.

In this Article, a "change of control" includes but is not limited to a direct or indirect change in the effective control of the corporation or partnership, whether resulting from a sale, encumbrance, or other disposition of the shares (or any form of partnership units) by any other means. In the case of a joint venture Offeror or Contractor or subcontractor, this applies to a change of control of any of the joint venture's corporate or partnership members. In the case of an Offeror or a Contractor or subcontractor that is a partnership or limited partnership, this requirement also applies to any corporation or limited partnership that is a partner.

If Canada determines in its sole discretion that a change of control affecting the Offeror or the Contractor (either in the Offeror or the Contractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada may terminate the Standing Offer(s) or the resulting Contract(s) on a "no-fault" basis by providing notice to the Contractor within 90 days of receiving the notice from the Offeror or the Contractor regarding the change of control. Canada will not be required to provide its reasons for terminating the Standing Offer(s) and/or the Contract(s) in relation to the change of control, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security.

If Canada determines in its sole discretion that a change of control affecting a subcontractor (either in the subcontractor itself or any of its parents, up to the ultimate owner) may be injurious to national security,



Canada will notify the Offeror or the Contractor in writing of its determination. Canada will not be required to provide the reasons for its determination, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security. The Offeror or the Contractor must, within 90 days of receiving Canada’s determination, arrange for another subcontractor, acceptable to Canada, to perform the portion of the Work being performed by the existing subcontractor (or the Contractor must perform this portion of the Work itself). If the Contractor fails to do so within this time period, Canada will be entitled to terminate the Contract on a “no-fault” basis by providing notice to the Contractor within 180 days of receiving the original notice from the Contractor regarding the change of control.

In this Article, termination on a “no-fault” basis means that neither party will be liable to the other in connection with the change of control or the resulting termination, and Canada will only be responsible for paying for those services received up to the effective date of the termination.

Despite the foregoing, Canada’s right to terminate on a “no-fault” basis will not apply to circumstances in which there is an internal reorganization that does not affect the ownership of the ultimate parent corporation or parent partnership of the Offeror or the Contractor or subcontractor, as the case may be; that is, Canada does not have a right to terminate the Contract pursuant to this Article where the Offeror or the Contractor or subcontractor continues, at all times, to be controlled, directly or indirectly, by the same ultimate owner. However, in any such case, the notice requirements of this Article still apply.

45 Hardware and Managed Print Services (MPS)

With respect to the provisions of Supplemental General Conditions 4001:

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	Yes
Part IV of 4001 applies to the Contract (Additional Conditions: Lease)	No
Part V of 4001 applies to the Contract (Additional Conditions: Maintenance (Warranty))	Yes
Delivery Location	As specified in each call-up
Delivery Date	As specified in each call-up and governed by the delivery schedules in Statement of Work, as applicable.
Contractor must deliver Goods and Services Documentation	Yes
Contractor must update Goods and Services Documentation throughout Contract Period	Yes
Goods and Services Documentation must include maintenance documentation	Yes
Language of Goods and Services Documentation	Official Languages of Canada – French and English
Format and Medium on which Goods and Services Documentation must be Delivered	Portal based download and as specified in Statement of Work where applicable.
Special Delivery Requirements	As specified in each call-up and based on requirements indicated in the Annex – Statement of Work
Special Site Delivery or Installation Requirements	As specified in each call-up and based on requirements indicated in the Annex – Statement of Work



Contractor must Install Goods and Services at time of Delivery	As specified in each call-up and based on requirements indicated in the Annex – Statement of Work
Contractor must Integrate and Configure Goods and Services at time of Installation	As specified in each call-up and based on requirements indicated in the Annex – Statement of Work
Availability-level Testing will be performed before Acceptance	Yes
Availability Level Test Period for pre-Acceptance Availability-level Testing	5 calendar days
Who will perform availability-level testing	Canada
Minimum Availability Level for Goods and Services	As specified in Statement of Work, as applicable
Goods and Services Warranty (Maintenance) Period	As specified in Statement of Work, as applicable
Option to Extend Goods and Services Warranty (Maintenance) Period	For the Good and Services, the Contractor grants to Canada an irrevocable option to extend the Goods and Services Warranty (Maintenance) Period by one-year periods until up to the expiry date of the NMSO. These option(s) may only be exercised by the Standing Offer Authority by notice in writing and will be evidenced, for administrative purposes only, by a Call-Up.
Class of Warranty (Maintenance) Service	<i>On-Site and when applicable virtual Warranty (Maintenance) Service</i>
Standard Principal Period of Maintenance (PPM) Extended Principal Period of Maintenance	Standard PPM is defined as 8 hours per day, Monday to Friday, excluding statutory holidays from 8:00 am to 4:00 pm local time. Extended PPM is defined as specified in each call-up and based on requirements indicated in the Annex – Statement of Work
Remedial Warranty (Maintenance) Service	As specified in Annex A – Statement of Work
Toll-free Telephone Number for Support Services	1-888-446-9677
Website for Support Services	https://www.mykmbs.com/mykmbs/login.jspx

46 Licensed Software

With respect to the provisions of Supplemental General Conditions 4003:

Licensed Software	The Licensed Software, which is defined in 4003, includes all the products offered by the Offeror in its offer, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications.
Type of License being Granted	Server License, Device License and User License
Number of Users Licensed	As specified in each call-up
Number of Devices Licensed	As specified in each call-up
Delivery Location	As specified in each call-up
Installation Site	As specified in each call-up



Media on which Licensed Software must be Delivered	As specified in each call-up
Term of License	As specified in each call-up

47 Licensed Software Maintenance and Support

With respect to the provisions of Supplemental General Conditions 4004:

Software Support Period	As specified in each call-up
Contractor must provide On-site Support Services	Yes
Contractor must provide Swift Action Tactical (SWAT) services	No
Contractor must install Software Error corrections and Maintenance Releases and upgrades	As specified in each call-up
Contact Information for Accessing the Contractor's Support Services	In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following: Toll-free Telephone Access: 1-888-446-9677 Toll-free Fax Access: 1-888-526-1155 Email Access: https://www.mykmbs.com/mykmbs/login.jspx
Language of Support Services	The Support Services must be provided in both French and English, based on the choice of the User requesting support.

48 Purchased Goods and Services

The Goods and Services must be delivered together with any software specified in the Contract or required for the Goods and Services to function in accordance with the Specifications (the "Licensed Software"). With respect to the Licensed Software:

It must be the current release and, unless otherwise specified, require no further research or development to meet the Specifications;

It must be supported by, and fully compatible with, the Goods and Services up to the limit of the Goods and Services expansion capability. The Contractor must completely integrate and interface the Licensed Software with the Goods and Services before acceptance;

The Contractor grants a single, perpetual, non-exclusive license to Canada for the Client to use the Licensed Software in accordance with the Contract. This license allows the Client to install, copy, deploy and use the Licensed Software.

49 Modification to Goods and Services

Canada reserves the right to add or remove goods and services (devices and services), locations and billing codes from the Contract upon 30 calendar days advance written notice to the Contractor. Any additions or removal of goods and services from the Basis of Payment at Annex B shall be evidenced through a formal Contract amendment.



50 Vendor Performance Incentives

Canada reserves the right to introduce a Vendor Performance Incentive (VPI), and from time to time make adjustments to the VPI Key Performance Indicators (KPI's), and, the evaluation and incentive framework and processes.

- i. At Canada's discretion, the Vendor Performance (as outlined in Annex A: Statement of Work and Appendix E: Vendor Performance Incentive – Framework and Processes) Incentive will be used: for determining best value of each of the service Catalogue offerings during each quarterly refresh; and/or for the periodic issuance and evaluation of R-DISO's.
- ii. At Canada's sole discretion, the NMSO Quarterly Price Refresh will introduce vendor performance as an incentive after 6-months of the Offeror's standing offer. The Quarterly Price Refresh up to the 6 month period will be based on 100% of the financial score. With the introduction of VPI the quarterly price refresh best value evaluation calculation will be based on 80% financial score and 20% VPI score.
- iii. At Canada's sole discretion, the DISO MPS evaluations will introduce vendor performance as an incentive after 6 months of the Offeror's standing offer. Each DISO evaluation calculation up to the 6 month period will be based on 90% financial score and 10% technical minimum rated score for design principle compliance. Canada intends at its sole discretion to introduce at the 6 month period DISO MPS evaluations based on 70% financial score, 20% VPI score and 10% technical minimum rated score for design principle compliance. SSC clients will evaluate the appropriate weighting of the financial, technical and VPI weightings for each DISO.
- iv. Offeror's, at Canada's sole discretion, with insufficient VPI qualifying data will be assigned a score of Achieved (70) until sufficient VPI data is collected. VPI qualifying data will be determined by Canada on a case by case basis.
- v. Canada may at its sole discretion introduce a minimum score requirement for attaining any vendor performance incentive.

DISO reporting dates will be aligned to the NMSO reporting dates. For uniformity the VPI Scoring dates will aligned to the NMSO and DISO's reporting requirements. The process of reporting and scoring alignment will also align to the NMSO Quarterly Price Refresh and the VPI Appeals Process.

VPI Scores Appeal Process.

The VPI Appeals Process is as follows:

- i. Quarterly SSC (NMSO) and client (DISO) VPI scores are released on the last FGWD of the 1st month of the quarter following the quarter being evaluated.
- ii. Appeal process is open for 10 FGWD's and appeals must be submitted in writing with supporting evidence and justification for the appeal.
- iii. The Offeror's appeal will be addressed by the SSC Contracting Authority for NMSO appeals and the client Contracting Authority for DISO Appeals. The Contracting Authority will utilize the ADR mechanism for a period up to 35 days to address the appeal. If unresolved within that period the appeal will be escalated to the Vendor Performance Incentive Office (VPIO).
- iv. The VPIO will issue a final decision in up to 35 FGWD's, but or no later than the last FGWD of the 2nd month of the Quarter following the original release date of the VPI



scores.

51 Communications

Except for information that the Offeror is required to make available under securities legislation or regulations, the Offeror must obtain the Standing Offer Authority's approval prior to releasing any public statement or announcement related to the award of the Standing Offer. At the Standing Offer Authority's request, the Offeror must provide a draft of the announcement for review and approval.

52 Transition Services at End of Standing Offer Period

The Offeror agrees that, in the period leading up to the end of the Standing Offer or Contract Period, it will make all reasonable efforts to assist Canada in the transition from the Standing Offer to a new contract / standing offer with another supplier. The Offeror agrees that there will be no charge for these services. Transitions Services at the end of the Standing Offer Period include but are not limited to:

- (a) The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that, in the period leading up to the end of the Contract Period and during any extension to the Contract Period, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier and that there will be no charge for these services other than those charges set out in the Basis of Payment.
- (b) The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 180 calendar days under the same conditions to ensure the required transition. The Standing Offer Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 90 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.
- (c) Prior to contract expiry, and at Canada's written request, the Contractor must transfer all client data and metadata to Canada in an accessible, machine-readable and usable form acceptable to Canada at no additional cost to Canada within 40 calendar days of a request by Canada. The data and metadata will be considered received upon sign-off by the Project Authority. The sign-off will certify that the data and metadata that has been received is accessible, machine-readable and usable by Canada.
- (d) Prior to contract expiry, Canada can exercise two options:
 - (i) Canada may request the Contractor to remove the client goods and services, including hardware and software, installed in a Canada Service Delivery Point (SDP) at no additional cost to Canada within 40 FGWDs of a request by Canada.
 - (ii) Prior to the expiry or termination of the Contract (or any part thereof) by either party, Canada may exercise an irrevocable option to take ownership of the client solution implemented in a Canada SDP including the hardware, the licensed software (excluding non-licensable Contractor proprietary tools) and the remaining maintenance and warranties at no additional cost to Canada with the exception of any Basis of Payment Termination Fees or outstanding balances, within 40 FGWDs of a notice to the Contractor by Canada, or without notice upon failure of the Contractor to remove the client solution. The Contractor must ensure that its license with the OEM's and 3rd party Independent Software Vendors includes a provision for such a transfer of ownership.

In addition to the above stated transition requirements the Offeror must provide the following transition requirements:

Data Handling – the Offeror's Portal and all materials in the form of data, information, reports, manuals, inventories, training documents etc. on the portal must be made available to Canada for 90 days in



machine readable format compatible with MS Office Suite for a period of 90 Calendar days post the standing offers expiry date.

Equipment and Stocked Supplies Handling – unless Canada has as acquired the Offeror provided equipment and suppliers the Offeror must remove the equipment and supplies from Canada's premises by 5 FGWD's post the end of the Standing Offer unless separate measures have been made with Canada and the Standing Offer Authority has provided written approval of the arrangement.

The SRCL must be adhered to as stated for the period of time beyond the expiry of the standing offer.

All professional services deliverables must be met prior to the end of the Standing Offer where the deliverables are scheduled within the Standing Offer period. All deliverables scheduled Post the expiry of the Standing Offer period must be delivered as scheduled.

53 Access to Canada

a) Property and Facilities

The Contractor will be allowed access to Canada's facilities for the purposes of maintaining the equipment that has been placed within the Government of Canada premises by the Contractor. The Contractor will be required to submit an access request notice to Canada 24 hours in advance of the access to Canada's facility or an emergency access request with a minimum of 1 hour notice. Access requests are subject to Canada's approval. All personnel entering the facilities shall meet the conditions set out in this contract such as citizenship and security clearance requirements. Canada reserves the right to provide only escorted services.

Provided that the Contractor has complied with this clause, no service credits shall be owing or payable by the Contractor if Service Level Targets are not met due to the Contractor's inability to access Canada's facilities.

b) Reviews and Approvals and Non-Contractor caused delay

At any time, if the Contractor requires the review or approval of a contractual deliverable, the Contractor must submit a written request to the Project Authority which includes:

- The date at which the document was submitted
- The date at which the review or approval is required, in accordance with Canada's review times outlined in the Contract
- The impact of delays to the review or approval (for example, the impact to meeting contractual milestones)

If Canada is delayed by at most 2 FGWDs in providing its review or approval, the Contractor must send a reminder to the Project Authority and the Contracting Authority in writing.

Provided that the Contractor has complied with this clause, the deadlines associates with any deliverables or milestones will be extended by the total number of days by which Canada delayed its review or approval.

c) Information and Decisions

At any time, if the Contractor requires information or decisions from Canada, the Contractor must submit, in writing, a request to the Standing Offer Project Authority which includes:

- The date the request was submitted
- The nature of the request, information or decision required, which must provide Canada a minimum of 3 FGWDs
- The date for which the Contractor requires the information or decision
- The impact of the information or decision
- Should a decision be required, options for Canada to consider including the impact of each option

Within 2 FGWDs, Canada will respond to the Contractor, confirming when it can expect to receive the



information or decision. Canada may:

- Agree it is required to provide the information or decision and will do so within the timeframe requested by the Contractor; or
- Provide an alternate date by which the information or decision will be provided along with an extension to one or many contractual deadlines based on Canada's determination as to the criticality and availability of the information or decision; or
- Disagree that the information or decision is required and/or that it impacts any of the Contractor's obligations under the contract.

If Canada is delayed by at most 2 FGWDs in providing its response, review, or approval, the Contractor must send a reminder to the Project Authority and the Contracting Authority in writing.

The dates provided in Canada's written response will become Canada's obligation under the Contract. Provided that the Contractor has complied with this clause, the deadlines associated with any deliverables or milestones impacted will be extended by the total number of days by which Canada delayed in providing the required information or decision.

d) Escalation

If, at any time, the Contractor considers that Canada has failed to meet its obligations under a) or b) above or failed to provide anything else in connection to the Contractor's obligations, the Contractor must report the situation to the Standing Offer Project Authority and the Contracting Authority in writing within 2 FGWDs of the failure. In its written notification, the Contractor must include:

- A description of the situation including the date and copy of the original request from the Contractor to Canada; and
- The impact to the Contractor's obligations.



ANNEX "A" - STATEMENT OF WORK

(See Attached)



ANNEX "B" - BASIS OF PAYMENT

The Basis of Payment is based on the following NMSO Service Catalogue and DISO Service Catalogue goods and services.

Subsequent issuance of client DISO's will result in DISO Basis of Payment that are based in the NMSO Basis of Payment.

Basis of Payment:

Basis of payment pricing is outlined below.

1. Definition of "Impression" from Cost per Impression (CPI):

An "impression" is defined as an image on one side of a 8.5" x 11" (letter), 8.5" x 14" (legal) or 11" x 17" (tabloid) sheet of paper.

CPI as it pertains to monochrome and colour are subject to the following:

1 monochrome impression = each simplex: letter, legal or tabloid monochrome output where the output has printed on only one side of the paper.

2 monochrome impressions for each duplex: letter, legal or tabloid monochrome output where the output has printed on both sides of the paper.

1 colour impression for each simplex: letter, legal or tabloid colour output where the output has printed on only one side of the paper.

2 colour impressions for each duplex: letter, legal or tabloid colour output where the output has printed on both sides of the paper.

1 monochrome impression and 1 colour impression for each duplex: letter, legal or tabloid output where one side of the output is monochrome and the other is side of the output is colour.

Single side of a print or copy impression constitutes a single CPI for 8.5 x 11, 8.5 x 14, and 11 x 17. In other words a duplex (double sided printing would be a 2 CPI units of cost)
Single sided or double-sided scanning is not counted as CPI.

CPI pricing is outlined for monochrome and colour impressions in the NMSO Service Catalogue Pricing tables listed below.

CPI can be purchased for devices that are bought outright, and is applied to leased and rented print devices.

NOTE: Cost-per-impression is assumed to be applicable to printed output only. Equipment usage related to scanning (which stores images electronically) and outbound faxes (except the fax confirmation sheet) is assumed to be included in the Fixed Monthly Charge proposed by the Contractor, regardless of current and future volumes for these items.

2. Basis of Payment for Print Devices:

Print devices basis of payment are subject to the following:



Print devices, their CPI and Additional Features can be purchased, leased, or rented for the respective periods of 24, 36, 48 or 60 months for leases and weekly periods for rent.

The Fixed Monthly Rate (FMR) is calculated using the Financial Evaluation Model calculators based on the current NMSO Service Catalogue prices subject to the quarterly price refresh and interest rate and foreign currency fluctuation thresholds.

The FMR billing cycle is the 1st day of the month to the last day of the month and is pro-rated for the first month and last month when the initial and end service date are not the first day and last day of the month respectively.

Purchase prices and lease FMR's are invoiced in advance. CPI and Rental fees are paid in monthly arrears.

Print device Additional Features in call-ups after the initial print device call-up must be purchased.

Print Device Add-ons and/or Warranty Extensions must be purchased at the time of acquisition in the initial device call-up or in subsequent call-ups.

Print devices Warranty Extensions can only be purchased, the call-ups for Warranty Extensions can be issued from initial device purchase call-up to the 1 year anniversary of the initial delivery of the print device.

Print devices rentals are subject to an initial administrative fee and a non-pro-rated weekly fee for each week of part of the week the device is rented.

3. Basis of Payment for Scan Devices:

Scan devices basis of payment are subject to the following:

Scan devices and preventative maintenance kits can only be purchased.

Print Device Add-ons and/or Warranty Extensions must be purchased at the time of acquisition in the initial device call-up or in subsequent call-ups.

Scan devices Advance Exchange can only be purchased, the call-ups for Advance Exchange can be issued from initial device purchase call-up to the 1 year anniversary of the initial delivery of the print device.

4. Basis of Payment for Installs, Moves, Adds, Changes and Removals (IMACR):

IMACR services basis of payment are invoiced monthly in arrears and are subject to the following:

The following rate based services are applicable for NMSO Catalogue / DISO Devices and DISO MPS for Purchase or Lease: Install (Remove), Move, Add and Changes.

Network Configuration and Integration Add-On Hourly Rate is applied for installs (Removes): hours post the initial 2 hour network configuration and integration allotment (included in device price) per device. For service requirements exceeding 2 hours the hourly rate will be charged in 15 minute increments. Rate based services are not applicable to device removals, the removals are included in the original device price. The



Shared Services Canada - Services partagés Canada

2 hour allotment is cumulative for multi-device installs, the rate based service will not be accepted if the total of the multi-device installs at a single site has not been exhausted.

For Moves, Adds and Changes: minimum 2 hours and invoiced for device(s) Network Configuration and integration time only. For service requirements exceeding 2 hours the rate will be charged in 15 minute increments.

Single Building Stairs Add-On Hourly Rate is applied for a minimum of 2 hours for the device(s) move time only. The hourly rate is for two resources to fulfill the move services. For service requirements exceeding 2 hours the rate will be charged in 15 minute increments and includes resource and vehicle travel time to the move, during the move and from the move sites.

The following rate based services are applicable for NMSO Catalogue, DISO Devices and DISO MPS devices that are purchased or leased when a move, add or change is requested by the Government of Canada. Rate based services are not applicable to vendor initiated moves, adds, changes for MPS engagements.

Intra-Building Flat Rate consists of an initial device rate and subsequent devices rate which is a rate per device for an unlimited number of devices.

Intra-City Flat Rate consists of an initial device rate and subsequent devices rate which is a rate per device for an unlimited number of devices all within 75 Km or less radius from the pick-up point.

Inter-City Flat Rate consists of an initial device rate and subsequent devices rate which is a rate per device for an unlimited number of devices all greater than a 75 Km radius from the pick-up point. In addition, a transportation company quoted mileage rate from pick-up point to destination makes up the rate charge.

Specialized Requirements such as rigging for elevated installation requirements etc., requires a quoted service rate.

5. The CSPS MPS DISO Catalogue offerings are addressed in the CSPS MPS R-DISO Basis of Payment Annex and consist of the following:

CSPS MPS DISO discounts on the NMSO Print Device, Additional Features and CPI Catalogue

CSPS MPS DISO discounts on the NMSO Scan Catalogue

CSPS MPS DISO Pull Print Initial Investment 1-time Fee

CSPS MPS DISO Managed Content Service (MCS) Professional Service

The following rate based service are applicable for DISO standing offers for Managed Content Services.

MCS Solution Architect, System Analyst / System Engineer, Configuration Technician and Developer rates are daily ceiling rates based on a 7.5 hour day and will be converted to hourly rates and should be invoiced in 15 minute increments.



Travel and Accommodations must be requested and approved by clients and must adhere to Treasury Board of Canada current published rates.

6. NMSO Service Catalogue Pricing Table

The NMSO Service Catalogue pricing table is derived from the Offeror Input Workbook and provides the pricing for the initial Catalogue and the pricing for the Basis of Payment.

See File:

“KMBS” WTD Print NMSO Cat. Q1-2_05.01.2019_09.30.2019.xlsx

The print and scanner best value is a calculation of the 60-month total cost of ownership (TCO) that are ranked to determine the available devices in the NMSO Service Catalogue.

See File:

WTD-Print NMSO Cat._Active Q1-2_05.01.2019_09.30.2019.xlsx

Standing Offer Holders provide pricing updates on a quarterly basis, the NMSO Service Catalogue pricing table is updated quarterly from the Offeror’s Quarterly Price Refresh Input Workbook which provides the pricing for the ongoing Basis of Payment.

See File:

“KMBS” QPR Form Q3_10.01.2019_12.30.2019.xlsx



ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST

(See Attached)



ANNEX “D” - COMPREHENSIVE LAND CLAIMS AGREEMENT (CLCA) PROCESS FLOWCHART AND REPORTING

Flowchart attached

The following are minimum requirements for the Annual CLCA Report due May 30th of each year to the Standing Offer Authority (SOA) regarding the work it performed pursuant to its CLCA Plan during Canada’s previous fiscal year (April 1st to March 31st):

- A) Sub-contractor is listed as an indigenous company. Please provide the following:
 - I) Service provided (e.g. deliverable is, for example, in I Nunavut.)
 - II) Full company (Community) name
 - III) Total contract value
 - IV) Date of contract (full period)

- B) Sub-contractor is not an indigenous company. Please provide the following:
 - I) Reports on financial impact on the standing offer holder
 - II) Reasons for not hiring indigenous firm (security or other reasons, etc.)

- C) Offeror has offices within CLCA and have Indigenous employees. Please provide the following:
 - I) Indigenous employee name and status (e.g. full time, part time, certified, non-certified)
 - II) Salary
 - III) Hiring Date

- D) Offeror has offices within CLCA and do not have Indigenous employees. Please report the following:
 - I) Better control meeting SLAs
 - II) Cheaper to use current certified employee
 - III) Current services already provided by an indigenous employee

- E) Other requirements as applicable:
 - I) The number of Indigenous persons employed in each CLCA for which a commitment was made in the CLCA Plan and a call-up was issued
 - II) A description of the Offeror’s recruitment process (including any subcontractor recruitment processes) currently in use and any plans for changing the recruitment process during the coming year
 - III) A description of the Offeror’s retention process (including any subcontractor retention processes) currently in use and any plans for changing the retention process during the coming year
 - IV) The nature of the work performed in each CLCA over the course of the year and any plans for changing the nature of that work during the coming year
 - V) The types of positions filled by Indigenous persons over the course of the year



ANNEX “E” – Annual Socio-economic Report

Count a Business once. Where a Business could fit into multiple categories, choose the single category that best fits. Report on Canadian registered businesses only.

Socio-economic Group	Definitions	1. Identify how many socio-economic businesses that you contracted with to provide goods/services on your SSC contract.		2. Provide the total contract value (rounded to the nearest \$1,000) for all these businesses.
SMEs	Innovation, Science and Economic Development Canada (ISED) defines an SME as a business establishment with 1–499 paid employees, more specifically: <ul style="list-style-type: none"> • A small business has 1 to 99 paid employees. • A medium-sized business has 100 to 499 paid employees. • A large business has 500 or more paid employees. 	Small (1-99 employees)		
		Medium (100-499 employees)		
Women-owned Businesses	Business Women in International Trade (BWIT) Program: Certification is for businesses that are at least: 51% owned by one or more women.			
Visible Minorities Businesses	Visible minorities, defined as “persons other than Aboriginal peoples, who are non-Caucasian in race and non-white in colour.”			
Aboriginal Businesses	A business that is registered with Industry Canada’s Aboriginal Business Directory.			
People with Disabilities Businesses	The UN Convention on the Rights of Persons with Disabilities uses the following definition for people with disabilities: "Persons with disabilities include those who have long-term physical, mental, intellectual or sensory impairments which in interaction with various barriers may hinder their full and effective participation in society on an equal basis with others."			
Other	Please specify.			

3. Can we contact you for more information or details? If yes please provide relevant contact information.			
Contact Name	Contact Title	Contact Phone Number	Contact email



ANNEX "F" - GENERAL CONDITIONS 2009 – Standing Offers – Goods or Services – Authorized Users

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

2009 01 (2016-04-04) Definitions

In the Standing Offer, unless the context otherwise requires,

"Articles of the Standing Offer"

means part A of the Standing Offer, excluding all Standard Acquisition Conditions and Clauses incorporated by reference but not set out in full therein;

"Authorized User"

means a Federal Identified User as specified in the Standing Offer and authorized to make call-ups against the Standing Offer, as the context requires;

"Call-up"

means a call-up instrument issued by the Authorized User in the Standing Offer;

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

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

"Contract"

means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Federal Identified User"

means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S., 1985, c. F-11;



“General Conditions”

means General Conditions:
2030 (2013-03-21) – General Conditions Goods;
2035 (2013-03-21) General Conditions - Services

"Offer"

means an Offer submitted by the Offeror in response to the RFSO and R-DISO;

“Offeror”

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

“RFSO”

means the Request for Standing Offers;

“R-DISO”

means the Request for Departmental Individual Standing Offers;

“Standard Acquisition Clauses and Conditions” or “SACC”

means the Standard Acquisition Clauses and Conditions set out in full text or incorporated by reference from the [Standard Acquisition Clauses and Conditions Manual](#) identified by number, date and title.

"Standing Offer"

means the Articles of the Standing Offer, the Standard Acquisition Clauses and Conditions, these general conditions, any appendix or annex appended to the Standing Offer or referred to herein, the Offer, and any other document specified or referred to as forming part of the Standing Offer;

"Standing Offer Authority"

means the individual designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer;

“Work”

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

2009 02 (2015-12-18) General

1. The Offeror acknowledges that a Standing Offer is not a contract and that the issuance of a Standing Offer and identification or appointment of a Contracting Authority neither obliges nor commits Authorized Users to procure or contract for any goods or services listed in the Standing Offer at any time or in any quantities.



2. In the event the Standing Offer is cancelled or set aside, the Offeror shall fulfil only those Contracts which resulted from Call-ups issued prior to the effective date of the cancellation or set-aside, as applicable.

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

Pursuant to the [Department of Public Works and Government Services Act](#), S.C. 1996, c.16, the clauses and conditions identified in the Standing Offer by number, date and title may be incorporated by reference and if so will part of the Standing Offer and any contract resulting from the Standing Offer as though expressly set out in the Standing Offer and resulting contract.

2009 04 (2015-12-18) Offer

1. The Offeror offers to provide and deliver to Authorized Users the goods, services or both described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when an Authorized User issues a Call-up.
2. The Offeror acknowledges and agrees that:
 - a. a Call-up will form a Contract only for that Work identified in a Call-up;
 - b. Canada's liability is limited to that which arises from call-ups against the Standing Offer made by Federal Identified Users only within the period specified in the Standing Offer;
 - c. Canada may require that the purchase of goods, services or both listed in the Standing Offer be made using an electronic purchasing tool. Canada will provide the Offeror at least three months' notice before imposing such a requirement;
 - d. the Standing Offer cannot be assigned or transferred in whole or in part;
 - e. the Standing Offer may be set aside by Canada at any time.

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

1. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to permit Authorized Users to make Call-ups against the Standing Offer and to notify the Offeror that authority to make Call-ups against the Standing Offer has been given to Authorized Users.
2. If applicable, the Authorized Users will use the form specified in the Standing Offer to order goods or services. Goods or services may also be ordered by other methods such as telephone, facsimile or electronic means. With the exception of Call-ups paid for with a Government of Canada acquisition card (credit card), Call-ups made by telephone must be confirmed in writing as specified in section 07 of the Standing Offer.
3. Call-ups against the Standing Offer paid for with the Government of Canada acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up.

2009 06 (2015-12-18) Withdrawal

1. Following the issuance of a Standing Offer and provision of Call-up authority under section 05, should the Offeror wish to withdraw the Standing Offer, the Offeror must provide no less than 30 days written notice to the Standing Offer Authority of such withdrawal, unless specified otherwise in the Standing Offer.



2. The 30-day notice period will start upon receipt of the notification by the Standing Offer Authority and the withdrawal will be effective at the expiry of such notice period.
3. The Offeror must fulfill any and all Call-ups which are issued by Authorized Users during the notice period.

2009 07 (2015-12-18) Revision

The Standing Offer Authority is the only authority which may extend, amend, set-aside or cancel a Standing Offer and will do so by providing written notice thereof to the Offeror and any Authorized Users.

2009 08 (2015-12-18) Joint Venture

If the Offeror is a joint venture, the Offeror agrees that all members of the joint venture are jointly and severally liable, and in the Province of Quebec solidarily liable, for the performance of any Contract resulting from the Standing Offer. If the membership of a joint venture changes, the Standing Offer will be cancelled by Canada.

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

The Offeror acknowledges that Canada will disclose the Offeror's Standing Offer unit prices or rates to Authorized Users and agrees that, to the extent permissible at law, it waives any right to claim against Canada, Authorized Users, or employees, agents or servants of any of them, in relation to such disclosure.

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

1. The Offeror agrees that Canada may publish certain information related to the Standing Offer or a catalogue. The Offeror agrees to the disclosure of the following information included in the Standing Offer:
 - a. the conditions of the Standing Offer;
 - b. the Offeror's procurement business number, its name, the name, address, telephone number, fax number and e-mail address of its representative;
 - c. the Offeror's profile and its level of security clearance;
 - d. the Offeror's qualified domains of expertise or the categories for which the Offeror has qualified.
2. Canada will not be liable for any errors, inconsistencies or omissions in any published information. If the Offeror identifies any error, inconsistency or omission, the Offeror agrees to notify the Standing Offer Authority immediately.

2009 11 (2016-04-04) Integrity Provisions - Standing Offer

The *Ineligibility and Suspension Policy* (the "**Policy**") and all related Directives incorporated by reference into the RFSO solicitation period before its closing date are incorporated into, and form a binding part of the Standing Offer and any Contract with Canada or a Federal Identified User. The Offeror must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.htm>.

2009 12 (2015-12-18) Access to Information

1. Records created by the Offeror, and under the control of Authorized Users, are subject to access to information and privacy laws, at the federal and provincial/territorial level, as applicable. The Offeror is responsible for determining its obligations under such laws and shall, to the extent



possible or as required by applicable laws, assist Canada and the Authorized Users in discharging their responsibilities under such laws.

2. The Offeror acknowledges that (a) section 67.1 of the Access to Information Act, R.S.C. 1985, c.A-1, provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the Access to Information Act, is guilty of an offence and is liable to imprisonment or a fine, or both; and (b) equivalent laws exist at the provincial and territorial level, which may impose equivalent or more severe prohibitions and sanctions.

2009 13 (2015-12-18) Default by the Offeror and cancellation or set aside of the Standing Offer

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

2009 14 (2016-04-04) Code of Conduct for Procurement – Standing Offer

The Offeror agrees to comply with the Code of Conduct for Procurement and to be bound by its terms for the period of the Standing Offer and of any resulting contracts.



ANNEX “G” – GOODS AND SERVICES SUBSTITUTIONS

- (a) **Conditions for Proposing Substitution(s):** The Offeror may propose a substitution for existing Goods and Services authorized for supply under this Standing Offer, provided the proposed substitute Goods and Services meets or exceeds the specification(s) detailed in the Annex A Statement of Work”, The Offeror agrees and understands that the proposed substitution must be Goods and Services in current production and actively marketed. The price for the substitute Goods and Services must not exceed:
- (i) the ceiling price for the Goods and Services originally offered in the Offeror's Offer;
 - (ii) specifically regarding the LMM4 and LMC4 print device types, for A3's offered in these A4 device types, if the proposed product is A4, the device type, at Canada's discretion, is subject to price justification.
 - (i) the current published list price of the substitute Goods and Services, less any applicable Government discount;
 - (i) the price at which the substitute Goods and Services is generally available
- for purchase, whichever is the lowest; or
- (ii) when and as required price justification at Canada's sole discretion
- (b) **Substitution of Goods and Services Componentry or Versions:** If the Offeror wishes to substitute componentry or versions of an existing Standing Offer Goods and Services, the substitution must have completed any required testing and be approved by the Standing Offer Authority prior to acceptance of Call-ups for the Goods and Services and delivery to any Authorized User.
- (c) **Process for Requesting Substitution:** The request for substitution must be made by submitting to the Standing Offer Authority a completed "Request for Goods and Services Substitution/Price Revision Request", which must provide the full details on the nature of the substitution including the URL(s) for the applicable technical specification(s) of the Goods and Services, any necessary technical documentation, certifications, manuals and a copy of the Financial Details for the Goods and Services. Offerors must also complete a revised Technical and Financial Annex on the secure website. The goods and services must continue to be made available either by the existing good and service in the Service Catalogue or by an equal or better goods and services at the same price as the goods and services no longer available or the replacement goods and services whichever is less until the substitution is approved and also in the case when is not approved. The device type will be placed on hold in cases where the goods and services are not being made available until a substitution approval is completed. In cases of non-availability the Offeror will be subject to terms and conditions of Right of First Refusal. A substitution request all approved substitutions will be listed in the applicable quarterly price refresh Service Catalogue that is at least 20 FGWD's from the substitution approval date.

Same Goods and Services: Offerors substitutions of Goods and Services that would result in the same Goods and Services (from the same Manufacturer) appearing more than once in a Service Catalogue must in the case of either a smaller to larger category substitution (e.g. Medium Work Group vs Large Work Group) or a larger to smaller category substitution (e.g. Large Work Group to Medium Work Group) individually take the price of the least expensive individual Goods and Services items (device type vs additional features vs CPI) be they the goods and services that were substituted or the substituted goods and services.



- (f) **Acceptance of Substitution Discretionary:** Whether or not to accept or reject a proposed substitution is entirely within the discretion of Canada. If Canada does not accept a proposed substitution, the original Goods and Services will continue to be authorized under this Standing Offer, unless the Offeror withdraws that Goods and Services from the Standing Offer or that Goods and Services becomes End of Life.
- (g) **Documentation of Accepted Substitution:** Approved substitutions cannot be supplied under a Call-up or in response to a competitive process among the NMSO holders until posted on the website. In the case of a Call-up, the substitution must be posted at the time the Call-up is issued; otherwise, the item posted on the website at the time the Call-up was issued must be supplied. In the case of an a competitive process among the NMSO holders or Promotional Pricing, only items posted on the website at the time the competitive process is issued can be offered in response to the a competitive process among the NMSO holders.
- (h) **Discontinued Goods and Services:** The Offeror must immediately notify the Standing Offer Authority if any Goods or Services listed in this Standing Offer is discontinued or is otherwise unavailable (e.g., End of Life).

The Offeror may propose a substitution, as set out above, within 60 days of providing such notice. The discontinued or unavailable Goods and Services will be removed by SSC from this Standing Offer, but the "place" held by the Goods and Services will be held pending submission of a request for substitution, provided it is made in accordance with this Article and within 60 days of providing notice of the lack of availability, or by the next substitution deadline date, whichever is later. If a request for substitution is not made within the timelines described above, a substitution request might not be granted, in which case the Goods and Services would no longer be included in the Standing Offer without the possibility of being reinstated.

- (i) **Generational Changes:** Canada recognizes that, during the Standing Offer Period for a given Category, there may be a generational change in technology that may affect some of the mandatory requirements detailed in the Technical Specifications in the Annex A SOW. If this occurs, Canada will examine the available technologies, determine which would be acceptable for substitutions, and will advise all offerors accordingly.
- (j) **One-for-one Substitutions Only:** Substitutions of Hardware will be on a "one-for-one" basis



REQUEST FOR HARDWARE SUBSTITUTION

G1 Request for Hardware Substitution: The Offeror agrees and understands that Canada reserves the right to accept or reject any proposed substitutions. The Offeror agrees that no substitute items will be shipped until formally authorized by SSC in writing.

G2 Notification of Request for Substitution: To initiate the substitution procedure, the Offeror must submit by e-mail or paper copy, a Request for Substitution to the SSC Standing Offer Authority (or their Designate), in accordance with schedule posted on the e-commerce platform, giving full details about the proposed change, including:

Standing Offer Number:
Offeror:
Hardware to be removed:
Hardware Sub-Category:
Hardware Name and Model:
Part Number:
To be substituted by (where applicable): _____
Proposed Hardware Name and Model: _____
Part Number: _____
Nature of Change / Reason for Substitution: _____

Date of Request: _____
The date from which the Hardware will be available for testing and,
The desired Hardware and Pricing Refresh Date for posting, if accepted

Offeror's Signature: X _____ The Offeror must provide a signed certification of the substitution request.

G3 Substitution Submission: This request must be accompanied, or closely followed, by full electronic or paper copy documentation including:

- (i) a printout) of the Technical Details for the Hardware offered, including the signed certification that the Hardware meets or exceeds the base specification(s) of the sub-category into which it is being substituted;
- (ii) a printout of the Financial Details for Hardware offered, in accordance with the guidelines of the initial RFSO.
- (iii) Technical Documentation:
- (iv) A completed Substantiation of Compliance Form for the appropriate Sub-Category (ies)
- (v) Advertising and technical literature that substantiates the compliance of the Hardware with each and every mandatory requirement in Annex A for the appropriate Category and Sub-Category (including the overall Mandatory General Specifications set out in Annex A). Offerors are requested to indicate the page and paragraph number where substantiation regarding each of the mandatory requirements in Annex A can be found.
- (vi) proof of English and French or bilingual (English/French) user manuals (either the Index or Table of Contents is sufficient).
- (vii) Proof that the Hardware:



- a) is certified by the Canadian Standards Association (CSA) or Underwriters Laboratory Canadian equivalent (ULC) or Underwriters Laboratory Inc. (ULI) in accordance with the requirements of the Canadian Electrical Code, Part I;
- b) is certified by the manufacturer as complying with the Class A or B limits for radio noise emissions from digital apparatus set out in the Interference Causing Equipment Standard (ICES-003) of Industry Canada, or US FCC Class A or B equivalent emission limits for digital apparatus as set in the Radio Interference Regulations;
- c) is Energy Star qualified at the time of acceptance. The vendor must ship all Hardware with the Energy Star low-power feature activated or enabled;
- d) is manufactured in facilities that are both ISO 9001:2009 (or later) and ISO 14001 certified.



ANNEX “H” - TERMINOLOGY AND ACRONYMS

Terminology

Any capitalized terms not defined in this Annex have the meaning given to them in the Standing Offer or the General Conditions or Supplemental General Conditions incorporated into this Standing Offer and Contract Clauses.

Term	Definition
A3	Device capable of paper sizes of Letter, Legal and Tabloid (11” x 17”).
A4	Device capable of paper sizes of Letter (8.5” x 11”) and Legal (8.5” x 14”).
Abandoned Call	A telephone call that is connected to the Service Provider’s telephone system and the Calling Party terminates the call before a Service Desk Agent answers the call.
Acceptance Test Plan (ATP)	The document which describes the tests that the Service Provider must perform on the Work before submitting it to Canada.
Acceptance Testing	The goal of the acceptance testing of the Print Device is to validate the hardware and print solutions perform as expected.
Account	The combination of Identity Profile, data attributes, credential bindings and authorizations.
Acquisition Period	The same as the "Standing Offer Period".
Additional Equipment FMR	The firm monthly rate(s) associated with any Additional Equipment.
Adhesive Tag	Adhesive tag affixed to a device to allow for authenticating to Active Directory.
Ad-Hoc Report	A report which can be requested outside of the normal reporting requirements and / or the normal reporting period.
Administrator	A User that is authorized to perform administrative operations for the WTD Print Services.
Annual Business Review	A annual meeting where the Offeror meets with the Client to discuss the overall health of the managed print services being offered.
Annual Continuous Improvement Report	The Annual Continuous Improvement Report provides a annual measurement of year-over-year achievable results for cost reductions, improved services, security and a greener print environment.



Articles of the Standing Offer	Part of the Standing Offer, excluding all Standard Acquisition Conditions and Clauses incorporated by reference but not set out in full therein.
Asset Management	Discipline for tracking and managing the lifecycle of an asset including acquisition, installation, changes, and disposal. Assets can include Hardware or Software.
Asset Register Report	A report which provides detailed information related to the printing asset (features, location, naming, status).
Authentication	The mechanism used to identify a user, usually by providing a username and a password. This ensures that the user is really who they claim to be.
Authorized Representative of the Offeror	Offeror's prime point of contact with respect to contractual, service, training and reporting issues.
Authorized User	A Federal Identified User as specified in the Standing Offer and authorized to make call-ups against the Standing Offer, as the context requires;
Base FMR	The firm monthly lease rate for Hardware including any Additional Features and / or Add-Ons included with the device.
Billing Report	A report which provides detailed billing information related to the print services provided by the Offeror
Building	Name and address of a building where a Service Delivery Point is located.
Call-up	A call-up instrument issued by the Authorized User in the Standing Offer.
Call-up Document	The authorized form "Call-up Against a Standing Offer" (PWGSC-TPSGC 942), that an Identified User will use to issue a Call-up against the Standing Offer, or another contractual document issued by PWGSC against the Standing Offer.
Canada, Crown, Her Majesty or the Government	Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that Minister;
Canadian Electrical Code Part 1	The Canadian Electrical Code is a standard published by the Canadian Standards Association pertaining to the installation and maintenance of electrical equipment in Canada.
Catalogue ID	The Catalogue ID is a identifier used within the Device Catalogue to uniquely identify devices.
Change Awareness and Communications	A change awareness plan and communications strategy plan created by the Offeror.



Change Management	Standardized methods and procedures used for efficient and prompt handling of all changes to WTD Print Services, in order to minimize the number and impact of any related Incidents upon a Service.
Change Request	Request to make a change to the hardware, software, applications and processes used by the Service Provider to deliver the WTD Print Services. A Change Request is also known as a Request for Change.
Change Ticket	The means to record a Change Request.
City	Name of a city where a Service Delivery Point is located.
Client Satisfaction User Survey	A survey conducted by the Offeror used to determine the satisfaction of the Managed Print Service.
Colour	A printer capable of printing more than one colour.
Commitment Period	The period of time that an Identified User commits to retain, for its use, a given Hardware provided the period is consistent with a commitment period offered by the Offeror under the Standing Offer.
Computing Device	A device that performs calculations automatically.
Configuration Management	Standardized methods and procedures for changes made to hardware and software components of WTD Print Services.
Configuration Management Database (CMDB)	A repository that holds a collection of IT assets that are commonly referred to as Configuration Items (CIs), as well as descriptive relationships between such assets.
Consumables	Refers to products which are used up in the operation of a print device which is inclusive and not limited to toner, ink, photoconductors, staples, rollers and maintenance kits. Items that are used up (e.g., toners, developers, ink, staples), filled up (e.g., waste toner containers), or worn down (e.g., drums, fusers, belts, rollers) Excludes paper.
Consumables Orders Report	A report provided by the Offeror which provides details related to consumables ordered within a specified period.
Consumption Of Services	The individual contract that is formed between Canada and the Offeror each time a Call-up is made in response to this Standing Offer, each such Contract being composed of the Standing Offer, all terms and conditions contained herein and the particular Call-up document used to order the printing and photocopying services and related supplies.
Consumption Of Services	Consumption of services is the amount of print services used in a particular time frame.



“Contract” or “The Contract”	The individual contract that is formed between Canada and the Offeror each time a Call-up is made in response to this Standing Offer, each such Contract being composed of the Standing Offer, all terms and conditions contained herein and the particular Call-up document used to order the printing and photocopying services and related supplies.
Contract Management Plan	A plan created by the Offeror which provides details related to the governance of the services provided by and the responsibilities of the Offeror.
Contracting Authority	Any authorized representative of a Canadian government department or a departmental corporation or an agency corporation, as these are defined in the Financial Administration Act, is permitted to requisition services in accordance with the terms and conditions of this Offer.
Cost per impression (CPI)	Cost for the management and maintenance of the device by the Offeror inclusive of consumables.
Cost-per-Page	The firm rate per printed or copied page.
Data Collection	The Offeror is responsible to gather and report on print related data.
Delivery Date	The date proposed by the Service Provider, and approved by Canada, to successfully complete a Service Order.
Device	A physical object (e.g., a projector, whiteboard, computer/laptop, printer).
Device Changes Report	A report provided by the Offeror which provides detail of all occurrences that caused a change to the Identified User fleet including Installs, Moves, Adds, Changes, Removals, and Swaps of Hardware Devices, over a selected date range.
Digital Electro-Photographic Printing Technology	Digital Electro-Photographic Printing Technology is a dry photocopying technique.
DISO Catalogue	A Departmental Individual Standing Offer catalogue of available devices
DISO Devices	Printing devices listed within the DISO Catalogue at a discount from the NMSO.
Downgrade Hardware	Additional and/or Reconfiguration Equipment is removed from the Installed Hardware and NOT where the Installed Hardware is replaced by another model from the same supplier with a lower FMR (which would require a termination and a new Call-up).
Email Support	The ability for End Users to communicate with the WTD Service Desk Service via Email.



Encryption	The translation of data into a secret code. Encryption is the most effective way to achieve data security. To read an encrypted file, you must have access to a secret key or password that enables you to decrypt it. Unencrypted data is called plain text; encrypted data is referred to as cipher text. [Source: http://www.webopedia.com/TERM/E/encryption.html]
End of Life	The status of a Print Device where the warranty or service contract or the lease term has expired; or the useful life is achieved; or the Identified User elected to decommission.
End User	A person that is authorized to use the WTD Print Service.
End User Device	A desktop or laptop computer, a Smartphone or a Tablet.
Evergreen	Optimization of a current state with new technology proportionate to the new state of requirements.
Expiration Notice	The notice that the Offeror must give the Identified User before the expiration date of any contract. This reminder will allow for a timely reassessment of the end user's Hardware requirements.
Expiration Notice	The notice that the Offeror must give the Identified User before the expiration date of any contract. This reminder will allow for a timely reassessment of the end user's Hardware requirements.
Federal Government Working Day (FGWD)	A calendar day, except for Saturday, Sunday and the following holidays: New Year's Day ¹ ; Good Friday and Easter Monday; Victoria Day; Fête Nationale ¹ (QC only) Canada Day; Civic Holiday (AB, BC, SK, ON, NB, NU only) Labour Day; Thanksgiving Day; Remembrance Day ¹ ; Christmas Day ¹ ; and Boxing Day ² . If this holiday occurs on a Saturday or Sunday, then the following Monday will be a holiday If this holiday occurs on a Saturday, then the following Monday will be a holiday. If this holiday occurs on a Sunday or Monday, then the following Tuesday will be a holiday.
Federal Identified User	Any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11;



Fleet Availability - Outage	Fleet Availability – Outage – device performance fails to meet the contracted output specifications for the business needs of the identified user. Outages caused by intermittent paper jams, outage of paper or toner are not applicable to Fleet Availability Outage.
Fleet Management	Activities performed to track and report on all deployed print devices to ensure they are distributed in accordance to established design principles.
Floor	Floor at a civic address where a Service Delivery Point is located.
Frequently Asked Questions	A web site that provides answers to a list of typical questions that End Users might ask regarding the Workplace Technology Devices or the WTD Managed Service.
Full Outage	All functions of the impacted WTD Print Service are unavailable.
Geographic Boundaries of Canada	Geographic Boundaries of Canada refers to all locations within Canada.
Hardware	A physical device or component such as a desktop, laptop, printer or monitor.
Hardware Installation Requests Report	A report provided by the Offeror which provides detail related to the hardware installation requests within a specified period of time.
Hardware Orders Report	A report provided by the Offeror which provides detail related to the hardware ordered by the Client within a specified period of time.
HID Multiclass SE Card Readers	A card reader which is compatible with HID Multiclass Cards which is used to authenticate a User to a printing device.
Hot Swap Services	A service were the Offeror provides replacement Hardware that is substantially equal to the Hardware being replaced, in that it is of similar age or newer and able to perform all functions of the Hardware being replaced.
Identified User(s) or End Users	The Federal Government Users authorized by the Minister to make Call-ups against the Standing Offer.
Identity Profile	A collection of data attributes associated with a User, Service or Resource.
Identity, Credential and Access Management (ICAM)	The framework used to control access to computer resources. This includes digital identity, cryptography, authentication, authorization and access as well as auditing and reporting.
IMACR Catalogue	A Catalogue of IMACR services and particulars (scenario, procedures and timeframes) related to Installs, Moves, Adds, Changes and Removal (De-commissioning) services



IMACR Services	The services provided by the Offeror related to Installs, Moves, Adds, Changes and Removals (De-commissioning) of printing devices.
Imaging Consumables	Defined as any items that are used up (e.g., toners, developers, ink), filled up (e.g., waste toner containers), or worn down (e.g., drums, fusers, belts, rollers) during the imaging process and replaced on a routine basis.
Impression	A printed output page using ink or toner. Excludes scanned and outgoing fax images.
Incident	Event which is not part of the standard operation of a Service and which causes, or may cause, an interruption to, or a reduction in, the quality of that Service.
Incident Management	Standardized methods and procedures to restore a service to normal operation as quickly as possible and to minimize the impact on business operations
Incident Number	Unique identifier for an Incident.
Incident Ticket	Information attributes captured for an Incident. Examples could include Incident Number, Description, Resolution and Severity.
Infrastructure	Set of hardware, software and networks required to support the WTD Print Service.
Innovation, Science and Economic Development Canada (Changed from Industry Canada)	Innovation, Science and Economic Development Canada is a Canadian Federal Government department that has the mandate of fostering a growing, competitive, and knowledge-based Canadian economy.
Installation	The general installation services provided by the Service Provider.
Installation Date	The date at which Hardware is installed and accepted.
Installed Hardware	Any Hardware that has been installed pursuant to a Call-up against the Standing Offer.
Internet	Collection of interconnected networks and application servers that are publicly accessible worldwide and that are commonly referred to as the Internet.
Invoicing Report	A ad-hoc report generated by the Offeror when requested by the Client related to invoicing and service orders for printing devices following a specified naming convention.



ITIL (IT Infrastructure Library)	It is an infrastructure library that provides a unified set of best practices, collected from the public and private sectors from all over the world. It is supported by a comprehensive qualifications scheme, accredited training organizations, and implementation and assessment tools. [Source: http://www.webopedia.com/TERM/I/ITIL.html]
Key Performance Indicators (KPI's)	Key Performance Indicators (KPI's) are quantitative measures within the Quality, Schedule and Cost Indices.
Large Workgroup Device	Large Workgroup device capable of providing print services for 25+ Users and 10,000+ Monthly Impressions per Device (MIPD).
Lease, Sales and Service Providers	The Offeror's list of firms which gives the name of the firm, complete address including postal code, and telephone number, which will be providing lease, sales, CPP and Hardware Maintenance services to an Identified User.
Least Privilege Policy	Least Privilege Policies allow only authorized accesses for Users that are necessary to accomplish assigned tasks.
Legacy GFE	Printing hardware that a client currently owns or leases prior to transitioning to a Managed Print Service is referred to as Legacy Government Furnished Equipment.
Level 1 Support	A first contact point for End Users that resolves relatively common Incidents with Hardware and Software
Level 2 Support	A more experienced and knowledgeable supporting group that typically resolve more complex Incidents for Hardware or Software that Level 1 Support could not resolve.
Level 3 Support	A highly experienced and knowledgeable supporting group that typically resolve very complex Incidents for a Hardware or Software that Level 2 Support could not resolve.
Managed Content Services	<p>Professional Services available under DISO for:</p> <ul style="list-style-type: none"> IT Side of Printing consisting of Print Server Consolidtion, Mobile Printing, Thin Client Printing and Security Business Automation consisting of Workflow integration and Application Integration Business Optimization consisting of Business Process Re-engineering
Managed Content Services (MCS) Professional Services Report	A report generated by the Offeror for the Client which provides a status of the items outlined within the Statement of Work which was generated when requesting Managed Content Services from a Offeror.



Managed Print Services	Managed Print Services enables Clients to transfer the responsibility for the optimization and continuous improvement of the print fleet of devices and their respective services to a managed print service provider.
Management Services	IT Service Management services that includes: incident management, problem management, change management and release management.
Maximum Time to Restore Service	Maximum time to restore a WTD Print Service for an Incident.
Medium Workgroup Device	Medium Workgroup device capable of providing print services for 11 - 25 Users and 4,400 - 10,000 Monthly Impressions per Device (MIPD).
Microsoft	Microsoft is a registered trademark of Microsoft Corporation.
Migration Plan	A plan which outlines the management and coordination of Offeror and sub Offeror service implementation activities.
Minimum Device Specifications	A list of minimum device specifications that a device must meet for each category within the catalogue.
Missing Meter Reads Report	A report generated by the Offeror for the Client which identifies which devices they were not able to generate a meter read (usage report) within the clients fleet.
Mission-Critical	Any business process whose compromise in terms of availability or integrity would result in a high degree of injury to the health, safety, security or economic well-being of Canadians, or to the efficient functioning of the Government of Canada.
Monitoring	<p>Features that improve productivity, such as but not limited to:</p> <ul style="list-style-type: none"> • Remotely configure Print Devices; • Manage many Print Devices as if they were one with group-based management function; • Check Print Device status throughout the enterprise; • Proactively monitor Print Device status receiving alerts on Print Device status and problems, allowing everyday issues to be resolved before users experience down-time; and • Troubleshoot problems. <p>Features to reduce costs, such as but not limited to:</p> <ul style="list-style-type: none"> • Track Print Device usage by End User and group to facilitate usage policies and ensure that Print Devices are deployed to provide the best fit throughout the organization. <p>Features to help ensure security, such as but not limited to:</p> <ul style="list-style-type: none"> • Centrally manage and administer critical Print Device settings to ensure consistent and correct implementation of security policies and procedures.
Monochrome	Any type of printer that prints using black ink/toner only.



Monthly Performance Report	A report generated by the Offeror for the Client which provides a summary of the Offerors performance in delivering the services and meeting Service Level Targets (SLTs).
Monthly Usage or Monthly Print/Copy Volumes	The number of prints or copies made per month.
MPS Design Principles	The Managed Print Services (MPS) Design Principles provide the basis for designing the MPS solution.
MPS Monthly Overlay	The MPS Monthly Overlay is a standard monthly charge, applicable to each client printing device that is deployed, operational and “in scope” for Managed Print Services.
Multi-Function Device (MFD)	A Print Device that prints digital content onto paper, faxes digital content over a telephone line, scan paper into digital content and photocopying.
New Release	Means a system release, a version release, and interim release of licensed software, regardless of whether the Service Provider refers to it as a “new release”.
NMSO Catalogue	The NMSO Catalogue contains a full range of Hardware products with various speed and functionality capabilities to meet the various needs of an SSC client.
NMSO Configuration	The Hardware offered configured to meet the mandatory technical requirements of the NMSO and technical specifications of the Sub-Category. This is the Hardware that will be tested by Intertek and if accepted, listed in the resulting Annex entitled List of Hardware from this RFSO.
NMSO Devices	NMSO devices are devices available to procure within the NMSO Catalogue.
Non-Volatile Memory	Electronic and electromagnetic memory that holds WTD Print Service Data without power being applied.
OEM	Original Equipment Manufacturer.
Offer	The offer submitted by a company in response to the Request for Standing Offer.
Offeror	The company extending the Standing Offer.
Official Languages	The Official Languages Act is a Canadian law which gives French and English equal status in the government of Canada.
On-Site Support Service	A WTD Print Service owned and managed by the Service Provider and located at Canada locations (e.g. office building, conference centres, court of law), that can be ordered by Canada to provide WTD support to End Users.



Operational Readiness Phase	The Operational Readiness Phase is the process that validates the capability to efficiently deploy, operate, and maintain the systems and procedures. The main purpose of ORP is to reduce operational risks, which is defined as “the risk of loss resulting from inadequate or failed external/internal processes, people and systems or from external events.”
Optimization Review Report	A report generated by the Offeror for the Client which presents a summary of the Offeror’s findings in performing optimization assessment of the Service Delivery Points
Optional Items	Refers to optional equipment or warranty upgrades that have been approved by the Standing Offer Authority for supply under this Standing Offer and are listed on the date of the Call-up for supply by the Offeror. Only optional equipment or warranty upgrades that relate to the requirements of this Standing Offer (i.e., optional equipment that attaches directly to or is used with the Hardware being offered by the Offeror or additional warranty options, such as upgraded service levels or extensions of the Warranty Period defined in the Resulting Contract clauses) will be authorized.
Page	Is defined as a sheet of media up to and including 11 X 17 “ (Tabloid size) and as a square foot for any roll-fed or sheet feed media which exceeds 17” in width or length.
Pages Billed Report	A report generated by the Offeror for the Client which provides a line-by-line detailed summary of pages billed, by device serial number.
Partial Outage	One or more functions of the impacted WTD Print Service are unavailable or performance is degraded to the level that causes disruption to service delivery.
Personal Device	Personal Workgroup device capable of providing print services for 1 User and 400 Monthly Impressions per Device (MIPD).
Personal Information	<u>Please refer to the Privacy Act, R.S.C., 1985, c. P-21, Section 3. Definitions (http://laws-lois.justice.gc.ca/eng/acts/P-21/page-1.html#docCont).</u>
Platform	General purpose information systems components used to process and store electronic data, such as desktop computers, servers, network devices, and mobile devices. Platforms usually contain server hardware, storage hardware, utility hardware, software and operating systems.
Portal Administrator	Person who manages privileges and Accounts on the Service Portal.
Postal Code	Means the postal code associated with a civic address.
Postal Code Forward Sortation Area	First 3 characters of the Canadian Postal Code.



Premium Service Level Plan	A collection of Service Level Targets that together make up the Premium Service Level Plan for a specific End User.
Principal Period of Maintenance	The period between 0800 hours and 1600 hours, Monday through Friday, excluding federal government holidays in the city in which the specified equipment is located.
Print Device	Refers to a printer (network or local), multi-functional devices, photocopiers, scanning devices and/or fax devices.
Print Environment	Print Devices at Service Delivery Points and the associated Hardware and Software that enable the End Users to make use of the Print Devices.
Print Queue	A group of print job waiting to be executed. For example, a user who wants to print a document will select the print function from his or her computer. The command to print is received by a server, and in turn, is sent to the printer. In some cases, the command goes through IP direct-printing which means it will go directly to the printer. The order in which a system executes jobs on a queue depends on the priority system being used. Most commonly, jobs are executed in the same order that they were placed on the queue, but in some schemes certain jobs are given higher priority.
Print Queue Management	All activities related to management of the print server and spooling service. These include: <ul style="list-style-type: none">• Installing & configuring the server• Creating a queue for each printer• Assigning rights to who can manage / use the queue• Configuring the behaviour, like if all data sent/received should be encrypted
Printer	An Print Device that prints digital content onto paper.
Privacy Breach	Incident involving the unauthorized disclosure of personal information.
Privacy Management	Offeror must in consultation with Canada perform a Privacy Impact Assessment and if after consultation with Canada must, if required, develop and implement a Privacy Management Plan to adhere to the findings of the Privacy Impact Assessment.
Proactive Consumable	Replacement of Consumables prior to achieving their rated life expectancy.
Proactive Consumables Management	Consumables Management is a proactive way for an organization to take control of output supplies.
Proactive Service Delivery	Refers to ensuring that fulfillment of services such as provision of Consumable supplies and preventative maintenance of print devices are carried out without service requests being generated by Users.



Problem	Unknown cause of one or more Incidents, often identified as a result of multiple similar Incidents.
Problem Management	Standardized methods and procedures to minimize the impact of Problems for WTD Print Services.
Problem Ticket	Information attributes captured for a Problem. Examples could include Problem Number, Description, Resolution and Severity.
Product(s)	Refers to any or all of the products offered under the NMSO which may include Hardware, optional items, additional items or reconfiguration items, consumables, user manuals etc
Protected Information	Information is "protected" if its disclosure could harm interests other than the "national interest." There are three levels of protected information: <ul style="list-style-type: none">• Protected A (low-sensitive): Applies to information that, if compromised, could reasonably be expected to cause injury outside the National Interest, e.g., disclosure of exact salary figures.• Protected B (particularly sensitive): applies to information that, if compromised, could reasonably be expected to cause serious injury outside the National Interest, e.g., loss of reputation or competitive advantage.• Protected C (extremely sensitive): applies to the very limited amount of information that, if compromised, could reasonably be expected to cause extremely grave injury outside the National Interest, e.g., loss of life.
Quarterly Business Review	A report generated by the Offeror for the Client which provides a summary of issues experienced by a identified User, options issues and opportunities for service improvement.
Reconfiguration Equipment FMR	The firm monthly rate associated with any Reconfiguration Equipment.
Quarterly Price Refresh	The repricing evaluation and posting of the revised NMSO Catalogue on a Quarterly Basis on the 1 st FGWD that falls on or after March 1, July 1, October 1, and January 1 annually.
Release Management	Standardized methods and procedures for the integration and flow of development, testing, and deployment of WTD Print Services.
Remedial Equipment Failure	Any equipment malfunction that requires remedial maintenance to be provided by the Service Provider to restore the equipment to Fully Functional Operation.
Resolution Time	Time period that starts from the time an Incident Ticket is assigned to the Service Provider, including the time the Service Provider uses to travel to the affected Service Delivery Point, excluding the Stop Clock time, and ends when the malfunctioning application or device has been repaired and is turned over to the End User for regular use at full functionality.



Review and Refine Requirements	The Review and Refine Requirements (RRR) phase represents the second phase of the procurement process by Shared Services Canada (SSC). The first procurement phase is the Invitation to Qualify (ITQ) phase. In the ITQ phase, certain respondents (the “Qualified Respondents”) are qualified to proceed to the RRR phase in accordance with the evaluation process described in the ITQ. Only Qualified Respondents are eligible to participate in the RRR phase. The objective of the RRR phase is to obtain feedback from Qualified Respondents on Canada’s preliminary requirements. It is intended to be a process of collaborative interactions between SSC and Qualified Respondents.
Revision and Revision to a Standing Offer	A formal revision to the Standing Offer duly authorized by the Contract Authority.
RJ-45 Ethernet Connection	RJ-45 Ethernet Connection is a standard type of physical connector for network cables. RJ-45 connectors are most commonly seen with Ethernet cables and networks
Room	A static physical location.
Scanner	A Print Device that scan paper into digital content.
Scanning Devices	A scanning device is a device that a device that scans documents and converts them into digital data.
Scanning Report	A report generated by the Offeror for the Client which provides a summary of pages scanned, sent to file, sent to HDD and sent to e-mail by device serial number.
Security Assessment & Authorization (SA&A)	The on-going process of evaluating the performance of IT security controls throughout the lifecycle of information systems to establish the extent to which the controls are implemented correctly, operating as intended, and producing the desired outcome with respect to meeting the departmental business needs for security. Security assessment supports authorization by providing the grounds for confidence in information system security.
Security Event	A security event is a change in the everyday operations of a network or information technology service, indicating that a security policy may have been violated or a security safeguard may have failed. [Source: http://whatis.techtarget.com/definition/security-event-security-incident]
Security Incident	An unauthorized behaviour (against the security policy of the IT system) regarding the operation and administration of the IT system that has the potential to compromise the IT systems confidentiality, integrity, or availability.
Service	A WTD Print Service provided by the Service Provider to Canada that is owned and managed by the Service Provider.



Service Achievement Report	A report generated by the Offeror for the Client which provides a summary of the Offerors performance in delivering the services and meeting Service Level Targets (SLTs). It also includes a summary of Service Desk Response, Service Requests and Security Incidents.
Service Catalogue	A service catalogue is an organized and curated collection of any and all business and information technology related services that can be performed by, for, or within an enterprise.
Service Continuity	Service Continuity is a plan which identifies requirements for management of continuity and contingency.
Service Credit	A fee that the Service Provider must pay Canada upon failure to deliver on a Service Level Target for a given time frame.
Service Delivery Point	A Floor or a Room in a Building where a Service or Product is implemented.
Service Delivery Portal	Means the service portal, provided and managed by the Service Provider after Operational Readiness.
Service Delivery Zone	A category of geographic location with comparable population characteristics that is identified using the Postal Code Forward Sortation Area.
Service Design	A design of the print service that conforms to the identified service requirements.
Service Desk	An organisation that the End User can contact for assistance.
Service Detail Report	A report generated by the Offeror that provides line by line detail for break/fix service requests and actions, by asset.
Service Level Plan	A collection of Service Level Targets that together make up the Plan that can be assigned to an End User population.
Service Level Target (SLT)	Value that is used to assess the performance, availability or quality of Service, Product or system.
Service Order	The request from Canada for a Service or Product that can be ordered from the pricing catalogue.
Service Portal Account	The combination of Identity Profile, data attributes, credential bindings and authorizations for a User, Administrator, Service or Resource defined by an Administrator in the Service Portal.
Service Provider	An entity accountable to deliver the Service to the Clients.



Service Request	Request from Canada for the Service Provider to perform a service such as move a print device, remove a print device.
Settlement	Refers to the content associated with the payment(s) for the goods or services.
Shared Services Canada (SSC)	Shared Services Canada (SSC) is a Canadian Federal Government department that has the mandate to fundamentally transform how the Government manages its information technology (IT) infrastructure.
Single Function Device (SFD)	A Print Device that is only capable of printing digital content onto paper. Unlike Multi-Function Devices, Single Function Devices are not capable of faxing digital content over a telephone line, scanning paper into digital content and photocopying.
Site	Defined as a single floor facility or as a floor in a multi-floor facility.
Site Assessment	Evaluation of the environment where a print device is currently or may be deployed. Assessments generally include number of devices per users, distance between users and the printer, and the quantity and type of documents printed for a given time period.
Site Assessment	Evaluation of the environment where a print device is currently or may be deployed. Assessments generally include number of devices per users, distance between users and the printer, and the quantity and type of documents printed for a given time period.
Small Medium Enterprises (SME)	Print Services SME's are Small to Medium Size enterprises operating within Canada that provide services directly related to the lifecycle management of the print devices and printing products systems (i.e. MPS). Lifecycle management by SME's may include, but is not limited to, all or portions of the following: purchasing, staging and pre-installation configuration; fulfillment and delivery; on-site installation and configuration; moves, adds, changes and retirements (de-commissioning); consumables management, maintenance, and break fix services.
Small Workgroup Device	Small Workgroup device capable of providing print services for 2 - 10 Users and 800 - 4,000 Monthly Impressions per Device (MIPD).
Smart Card	A small electronic device about the size of a credit card that contains electronic memory and are used for a variety of purposes such as authenticating a user's identity.
Software	An application used by an End User. Software is typically installed on Hardware.
Standard Acquisition Clauses and Conditions Manual	https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual



Standard Acquisition Clauses and Conditions or SACC	The Standard Acquisition Clauses and Conditions set out in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual identified by number, date and title.
Standing Offer	The Articles of the Standing Offer, the Standard Acquisition Clauses and Conditions, these general conditions, any appendix or annex appended to the Standing Offer or referred to herein, the Offer, and any other document specified or referred to as forming part of the Standing Offer.
Standing Offer	The Articles of the Standing Offer, the Standard Acquisition Clauses and Conditions, these general conditions, any appendix or annex appended to the Standing Offer or referred to herein, the Offer, and any other document specified or referred to as forming part of the Standing Offer.
Standing Offer Authority	The individual designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer.
Standing Offer Period	The period for placing Call-ups against the Standing Offer.
System	A generic term used to mean network and other devices, operating systems, computing platforms, virtualization software and applications or any combination thereof. Its use is context specific.
Task Authorization (TA)	A method of supply for services under which all of the work or a portion of the work will be performed on an "as and when requested basis" through predetermined conditions stipulated in the contract.
Technology Roadmap	A report generated by the Offeror for the Client that presents a technology roadmap for the hardware devices and the associated technical solutions, and Managed Content Services solutions.
Telephone Support	The ability for End Users to communicate with the WTD Service Desk Service by telephone.
Terms	Refers to the content associated with the purchase, lease, rental of a device consisting of but not limited to dates (start and end), price (device, FMR, CPI), rates (interest, FX exchange, residual value), and discounts (DISO) etc.
Threat and Risk Assessment (TRA)	Structured process designed to identify risks and provide recommendations for risk mitigation through analysis of system / service critical assets, potential threat events / scenarios, and inherent vulnerabilities.
Total FMR	The firm monthly rate for a given Hardware product that includes the Base FMR and all Additional or Reconfiguration Equipment FMRs associated with any selected options.
Total Meter Rate	The Monthly Usage multiplied by the applicable Meter Rate.



Total Monthly Rate	The total monthly charge for a given Hardware product that includes the Total FMR and the Total Meter Rate.
User	An agent, either a human agent (end-user) or software agent, who uses a computer or network service.
User Device	Physical devices, found or brought into the work environment, that are used by authorized individuals to access Government of Canada electronic networks and databases. The physical devices can include, but are not limited to, the following: desktop workstations, laptops, notebooks, tablets, smartphones, cellphones, peripherals such as printers and scanners, memory devices such as USB flash drives, CD drives and DVD drives, webcams and any other computer hardware used to obtain, store or send information. [Source: http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?section=text&id=27122#appA]
Utilization Report	A report generated by the Offeror for the Client that presents the device utilization records including, but not limited to, Hardware device, user and Hardware device functions.
Vendor Performance Initiative (VPI)	A method to monitor a vendors capabilities to meet the Managed Print Services Key Performance Indicators (KPI's).
Warranty	A written guarantee, issued to the purchaser of an article by its manufacturer, promising to repair or replace it if necessary within a specified period of time.
Web-Chat	A Service Channel for an End User to get support by on-line chatting with the WTD Service Desk Service.
Work	All activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.
Working Hours	Federal Identified Users, Monday to Friday, excluding statutory holidays recognized by the Government of Canada, as applicable.
Workplace Technology Devices (WTD)	A branch within Shared Services Canada. Its goal is to standardize and consolidate the procurement and provisioning of hardware and software for workplace technology devices for the Government of Canada. For more information on the types of hardware and software involved, please visit http://www.ssc-spc.gc.ca/pages/devices-appareils-eng.html .
Written Notice	Any written notice provided to the Offeror from the Identified User and/or Standing Offer Authority.
WTD Print Service	A Service, owned and managed by the Service Provider, which can be ordered by Canada.



WTD Print Service Data	All WTD Print Service System Data and WTD Print Service Management Data on any media.
WTD Print Service Infrastructure	All hardware and software at Service Provider Service Delivery Points that processes and stores WTD Print Service Data and that Operators use to operate, administer and manage WTD Print Services.

Acronyms

Term	Definition
AIEE	Agreement to Implement Employment Equity
APIS	Acquisitions Program Integrity Secretariat
ATP	Acceptance Testing Plan
B&W	Black and White
BoC	Bank of Canada
BSHR	Single Building Stairs Add-On Hourly Rate
BSHR-C	Single Building Stairs Add-On Hourly Rate - NMSO Catalogue
BSHR-D	Single Building Stairs Add-On Hourly Rate - DISO Catalogue
BYOD	Bring your own Device
CA	Contracting Authority
CCD-035	CCD-035 (Eco-logo) Environmental Certification
CCM	Commercial Confidential Meeting
CD	Compact Disk
CD-ROM	Compact Disk Read-only Memory
CI	Configuration Item
CIO	Chief Information Officer
CISD	Canadian Industrial Security Directorate



CLCA	Comprehensive Land Claims Areas
CMP	Ceiling Monthly Price
CPI	Cost per Impression
COTS	Commercial off-the-shelf
CPA	Client Project Authority
CS	Current State
CSA	Canadian Standards Association
CSEC	Communications Security Establishment Canada
CSO	Company Security Officer
CSPS R-DISO	Canada School of Public Service - Request for Departmental Individual Standing Offer
CSV	Comma Separated Values
D-A	Departments and Agencies
DDP	Delivery Duty Paid
DISO	Departmental Individual Standing Offers
DISO CA	Departmental Individual Standing Offer Contracting Authority
DISO CPA	Departmental Individual Standing Offer Client Project Authority
DND	Department of National Defence
IMACR	Install, Move, Add, Change, Remove
DPI	Dots per Inch
EDI	Electronic Data Interchange
EPEAT	Environmental Certification
ESDC	Employment and Social Development Canada



FCC	Federal Communications Commission
FCP	Federal Contractors Program
FCP-EE	Federal Contractors Program for Employment Equity
FGWD	Federal Government Working Day
FMR	Firm Monthly Rate
FOB	Free on Board FMR
FPS	Former Public Servants
FTP	File Transfer Protocol
G-3	Group 3
GC	Government of Canada
GEN	Global Ecolabelling Network
GFE	Government Furnished Equipment
GFE CPI	Government Furnished Equipment Cost per Impression
GST	Goods and Services Tax
GUI	Graphical User Interface
HHD	Hard Disk Drive
HRSDC	Human Resources and Social Development Canada
HST	Harmonized Sales Tax
IBFR	Intra-Building Flat Rate
IBFR-C	Intra-Building Flat Rate - NMSO Catalogue
IBFR-D	Intra-Building Flat Rate - DISO Catalogue
IBM	International Business Machines
ICES	Interference Causing Equipment Standard



ICFR	Intra-City Flat Rate
ICFR-C	Intra-City Flat Rate - NMSO Catalogue
ICFR-D	Intra-City Flat Rate - DISO Catalogue
IDS	Integrity Database Services
IEC	International Electrotechnical Commission
IES-003	Interference Causing Equipment Standard
IETF	Internet Engineering Task Force
IM	Information Management
IPDS	Intelligent Printer Data Stream
IPV4	Internet Protocol Version 4
IPV6	Internet Protocol Version 6
ISP	Industrial Security Program
ITIL	Information Technology Infrastructure Library
ITQ	Invitation to Qualify
ITSM	IT Service Management
ITU	International Telecommunication Union kb/s
Kb/s	Kilobytes/Second
km	kilometre
KPI	Key Performance Indicator
kWh/wk	Kilowatt Hour per Week
LAN	Local Area Network
MCS	Managed Content Services
LED	Light-Emitting Diode



LMC3	Large Workgroup Multi-Function Colour A3 Capable Device
LMC4	Large Workgroup Multi-Function Colour A4 Capable Device
LMM3	Large Workgroup Multi-Function Monochrome A3 Capable Device
LMM4	Large Workgroup Multi-Function Monochrome A4 Capable Device
LSM4	Large Workgroup Single Function Monochrome A4 Capable Device
LVTS	Large Value Transfer System
LWG	Large Workgroup Device
MFP	Multi-Function Printer and Copiers
MIPD	Monthly Impressions per Device
mm	Millimetre
MMC3	Medium Workgroup Multi-Function Colour A3 Capable Device
MMC4	Medium Workgroup Multi-Function Colour A4 Capable Device
MMM3	Medium Workgroup Multi-Function Monochrome A3 Capable Device
MMM4	Medium Workgroup Multi-Function Monochrome A4 Capable Device
MPS	Managed Print Services
MSC4	Medium Workgroup Single Function Colour A4 Capable Device
MWG	Medium Workgroup Device
NCHR	Network Configuration Add-On Hourly Rate
NCHR-C	Network Configuration Add-On Hourly Rate - NMSO Catalogue



NCHR-D	Network Configuration Add-On Hourly Rate - DISO Catalogue
NCR	National Capital Region
NEUCS	Networks, End Users and Cyber Security
NMSO	National Master Standing Offers
NWT	North West Territories
OCFM	Inter-City Flat Rate & Mileage (Outside City and Quoted Mileage Rate)
OCFM-C	Outer-City Flat Rate Mileage - NMSO Catalogue
OCFM-D	Outer-City Flat Rate Mileage - DISO Catalogue
OEM	Original Equipment Manufacturer
OPCC	Office of the Privacy Commissioner of Canada
OS	Operating System
PA	Project Authority
PCL	Printer Command Language
PDF	Portable Document Format
Personal	Personal Device
PIN	Personal Identification Number
PIPEDA	The Personal Information Protection and Electronic Documents Act
PM	Project Manager
PPM	Pages per Minute
PMBOK	Project Management Body of Knowledge
PMC4	Personal Multi-Function Colour A4 Capable Device
PMM4	Personal Multi-Function Monochrome A4 Capable Device



PMO	Project Management Office
PS	Print Services
PSM4	Personal Single Function Monochrome A4 Capable Device
PSPC	Public Services and Procurement Canada
PSSA	Public Service Superannuation Act
PVR	Procurement Vendor Relationships
QA	Quality Assurance
QR	Qualified Respondent
QST	Quebec Sales Tax
R-DISO	Request for Departmental Individual Standing Offer
RFI	Request for Information
RFP	Request for Proposal
RFSO	Request for Standing Offer
RRR	Review and Refine Requirements
SA&A	Security Assessment and Authorization
SACC	Standard Acquisition Clauses and Conditions
SCI	Supply Chain Integrity
SCSI	Supply Chain Security Information
SDP	Service Delivery Point
Sec	Seconds
SFD	Single-Function Device
SL	Service Level
SLT	Service Level Target



SM	Scanner Manufacturers
SMC3	Small Workgroup Multi-Function Colour A3 Capable Device
SMC4	Small Workgroup Multi-Function Colour A4 Capable Device
SME	Subject Matter Expert
SME	Small Medium Enterprises
SNMP	Simple Network Management Protocol
SO	Standing Offer
SOA	Standing Offer Authority
SOR	Statement of Requirements
SOW	Statement of Works
SRCL	Security Requirements Check List
SRQR	Specialized Requirement (Quoted Rate)
SRQR-C	Specialized Requirement Quoted Rates - NMSO Catalogue
SRQR-D	Specialized Requirement Quoted Rates - DISO Catalogue
SRTM	Security Requirements Traceability Matrix
SSC	Shared Services Canada
SSC3	Small Workgroup Single Function Colour A3 Capable Device
SSM4	Small Workgroup Single Function Monochrome A4 Capable Device
SWG	Small Workgroup Device
TA	Task Authorization
TCO	Total Cost of Ownership
TRA	Threat Risk Assessment
ULC	Underwriters Laboratory of Canada



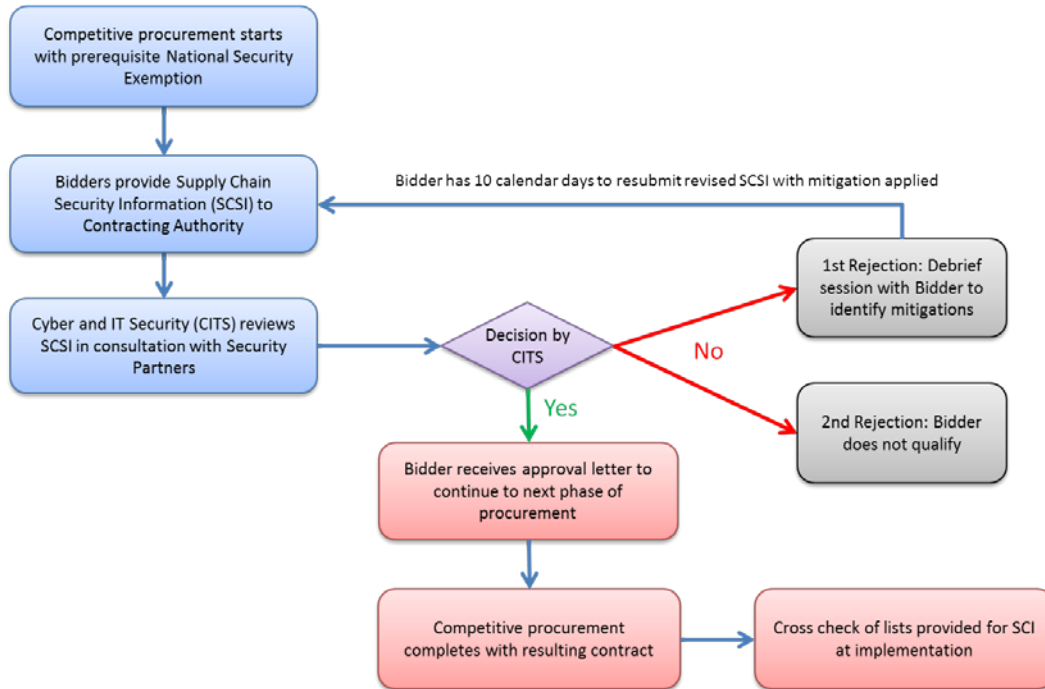
ULI	Underwriters Laboratory Inc.
US	United States of America
USB	Universal Serial Bus
VPI	Vendor Performance Incentive Initiative
WCAG	Web Content Accessibility Guidelines
WTD	Workplace Technology Devices
Yr.	Year



**ANNEX "I" - LIQUIDATED DAMAGES
(See Attached)**

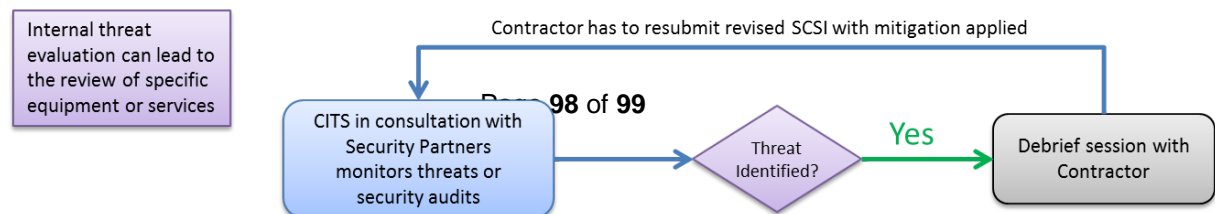
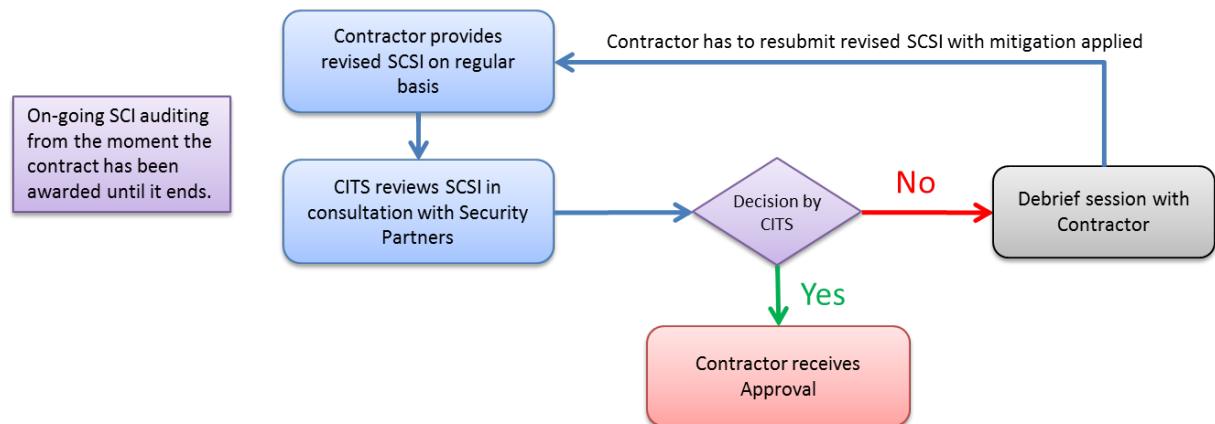


ANNEX “J” - SUPPLY CHAIN SCOPE DIAGRAMS SCI Process; SCI Document Form (see Attached Excel)



SCI Post-Contract Process

Competitive procurement starts with prerequisite National Security Exemption
Offeror provide Supply Chain Security Information (SCSI) to Contracting Authority





Shared Services
Canada

Cyber and IT Security (CITS) reviews SCSI in consultation with Security Partners
Offeror has 10 calendar days to resubmit revised SCSI with mitigation applied
Decision by CITS
Yes
Offeror receives approval letter to continue to next phase of procurement
Competitive procurement completes with resulting contract
Cross check of lists provided for SCI at implementation
No
1 st Rejection: Debrief session with Offeror to identify mitigations
2 nd Rejection: Offeror does not qualify

On-going SCI auditing from the moment the contract has been awarded until it ends.
Contractor provides revised SCSI on regular basis
CITS reviews SCSI in consultation with Security Partners
Contractor has to resubmit revised SCSI with mitigation applied
Decision by CITS
Yes
Contractor receives Approval
Non
Debrief session with Contractor
Internal threat evaluation can lead to the review of specific equipment or services
Contractor has to resubmit revised SCSI with mitigation applied
CITS in consultation with Security Partners monitors threats or security audits
Threat identified?
Yes
Debrief session with Contractor