

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

Request For Supply Arrangement - Demande pour un arrangement en matière d'approvisionnement

Offer to: Department of Public Works and Government Services

We hereby offer to provide to Canada, as represented by the Minister of Public Works and Government Services, in accordance with the terms and conditions set out herein or attached hereto, the goods, services, and construction detailed herein and on any attached sheets.

Offre au: Ministère des Travaux publics et des Services
gouvernementaux

Nous offrons par la présente de fournir au Canada, représenté par le ministre des Travaux publics et des Services gouvernementaux, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée.

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Electrical & Electronics Products Division
11 Laurier St./11, rue Laurier
6B1, Place du Portage, Phase III
Gatineau, Québec K1A 0S5

Title - Sujet Electrical Products (3 regions)PSAB	
Solicitation No. - N° de l'invitation E60HN-13ELEC/A	Date 2013-02-20
Client Reference No. - N° de référence du client E60HN-13ELEC	GETS Ref. No. - N° de réf. de SEAG PW-\$\$HN-329-62255
File No. - N° de dossier hn329.E60HN-13ELEC	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-04-03	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée	
Address Enquiries to: - Adresser toutes questions à: Dumaresq, Steve	Buyer Id - Id de l'acheteur hn329
Telephone No. - N° de téléphone (819)956-3487 ()	FAX No. - N° de FAX (819)953-4944
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	
Security - Sécurité This request for a Supply Arrangement does not include provisions for security. Cette Demande pour un arrangement ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA; |
| Part 3 | Arrangement Preparation Instructions: provides suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement, the security requirement, if applicable, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; and |
| Part 6 | 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses: 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions; 6B, includes the instructions for the bid solicitation process within the scope of the SA; 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA. |

2. Set-aside Under the Federal Government's Procurement Strategy for Aboriginal Business (PSAB)

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

<https://content.buyandsell.gc.ca/policy-and-guidelines/supply-manual>

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

Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

3. Summary

This RFSA E60HN-13ELEC/A is being issued in order to ensure the procurement, based on requirements, of various electrical parts and components, to electrical trades working on construction and maintenance of government buildings. The RFSA covers most of Government Supply Identification Number (GSIN) N5975 - Electrical Hardware and Supplies, and parts of Federal Stock Class (FSC) 61 - Electric Wire, and Power and Distribution Equipment and 62 - Lighting Fixtures and Lamps as detailed in Annexes "A1", "A2" and "A3".

Deliveries of these goods will be permitted only for destinations within the provinces of Ontario, including the National Capital Region (NCR), Quebec and the Atlantic provinces.

Comprehensive Land Claims Agreements (CLCA):

For any deliveries to a location that is subject to a CLCA, it will be the identified user's responsibility to observe all CLCA obligations that have to be addressed during the procurement process.

The period for awarding contracts under the resulting SA will be a period of two (2) years commencing on the date of issuance. The SA will also grant to Canada the option to extend the period of the existing SA by up to three (3) additional one (1) year periods under the same conditions.

Upon completion of solicitation E60HN-13ELEC/A, a version /B will be issued on the MERX system to allow new suppliers to become qualified. Existing qualified suppliers, who have been issued a supply arrangement under version /A, will not be required to submit a new arrangement.

Any Supply Arrangement awarded under the version /B will have the same duration as the Supply Arrangements awarded under the first /A solicitation process.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

4. Security Requirement

There is no security requirement associated with this Request for Supply Arrangements (RFSA).

5. Debriefings

After issuance of a supply arrangement, suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

PART 2 - SUPPLIER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual issued by Public Works and Government Services Canada.

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The 2008 (2012-11-19) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 4 of Section 05 of 2008, Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

1.1 SACC Manual Clauses

Reference	Section	Date
S0030T	Financial Viability	2011-05-16
A3000C	Aboriginal Business Certification	2011-05-16

2. Submission of Arrangements

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

Due to the nature of the Request for Supply Arrangements, transmission of arrangements by facsimile and/or email to PWGSC will not be accepted.

3. Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than ten (10) calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

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

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4. Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

1. Arrangement Preparation Instructions

Canada requests that suppliers provide the arrangement in separately bound sections as follows:

Section I: Technical Arrangement
1 hard copy plus 1 soft copy on CD/DVD

Section II: Financial Arrangement and Certifications
1 hard copy plus 1 soft copy on CD/DVD

Canada requests that suppliers follow the format instructions described below in the preparation of the arrangement.

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement.

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>)

To assist Canada in reaching its objectives, suppliers are encouraged to:

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

Section I: Technical Arrangement
1 hard copy plus 1 soft copy on CD/DVD

In the technical arrangement, suppliers should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

- 1. In its technical arrangement, the supplier must demonstrate that it understands all requirements of the Request for Supply Arrangement.
- 2. The technical arrangement must be sufficiently detailed to demonstrate that the supplier is complying with all Request for Supply Arrangement requirements and to allow all aspects of the Arrangement to be evaluated.
- 3. This Offer is being submitted for the following Region(s):

Region 1 (Ontario, including the National Capital Region) Yes ____ No ____

Region 2 (Quebec) Yes ____ No ____

Region 3 (Atlantic Provinces) Yes ____ No ____

Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador.

4. List of Manufacturers

For each Region being offered (i.e. Annexes A1, A2 and/or A3):

For each product category and sub-category that is presented at Annex "A", to which there is intent to supply, the supplier must provide a list of the manufacturers that it will represent. This list will be submitted electronically in an **MS Word version**. A hard copy of this list must also be included with the offer.

1.	WIRES, CORDS & CABLES
1.1	Building Wire & Cable
	Manufacturer 01
	Manufacturer 02
	Etc...
1.2	Portable Cords & Cable
	Manufacturer 01
	Etc...
1.3	Bare & Weatherproof Wire
	Manufacturer 01
	Etc...
2.	CONDUIT & RACEWAYS
2.1	Imc (Intermediate Metal Conduit)
	Manufacturer 01
	Manufacturer 02
	Etc...
2.2	Heavy Wall Conduit
	Manufacturer 01
	Etc...

The supplier must provide certification that it is an authorized distributor or agent of the manufacturers listed. See Part 5, Article 1.2 herein.

Note: Only the product categories and manufacturers identified on the above List of Manufacturers submitted at the time of closing of the RFSA will be authorized for offering to the Identified Users under a Supply Arrangement. Should a change be required to the list of manufacturers during the period of SA, it is the supplier's responsibility to advise the Supply Arrangement Authority and request a revision to the supplier's SA.

5. The supplier is requested to provide the following information:

Procurement Business Number (PBN)

<https://buyandsell.gc.ca/for-businesses/register-as-a-supplier>

The Procurement Business Number of the supplier is: _____.

6. Supplier Contacts

For each region being offered, the supplier must provide a single name of a contact authorized to receive requests from Identified Users on its behalf for the following services:

General product information

	Region 1 (Ontario/NCR)	Region 2 (Quebec)	Region 3 (Atlantic)
Name:	_____	_____	_____
Telephone number:	_____	_____	_____
Facsimile number:	_____	_____	_____
E-mail:	_____	_____	_____

Receipt of call-up requests from client departments

Name:	_____	_____	_____
Telephone number:	_____	_____	_____
Facsimile number:	_____	_____	_____
E-mail:	_____	_____	_____

Delivery follow-up

Name:	_____	_____	_____
Telephone number:	_____	_____	_____
Facsimile number:	_____	_____	_____
E-mail:	_____	_____	_____

(FOR ALL REGIONS) Person responsible for submitting quarterly reports to PWGSC

Name:	_____
Telephone number:	_____
Facsimile number:	_____
E-mail:	_____

Note: Each Offeror will appoint one (1) single contact person for each item above, whom will be the SA holder's designated responsible, single point of contact that a federal government client will use. Should this contact person change on a permanent basis during the life of the SA, the SA can be amended to reflect the designated replacement.

7. Controlled Goods Program (CGP) - if applicable

Will the supplier offer electrical products that are considered Controlled Goods?

Yes _____ No _____

If yes, suppliers must clearly indicate that they are registered with the Controlled Goods Program and/or the International Traffic in Arms Regulations (ITAR).

Registered Person(s), specify CGP and/or ITAR: _____

Registration under the CGP is required for anyone who examines or possesses controlled goods and/or controlled technology in Canada. (<http://ssi-iss.tpsgc-pwgsc.gc.ca/dmc-cgd/index-eng.html>)

Section II: Financial Arrangement and Certifications
1 hard copy plus 1 soft copy on CD/DVD

1. Payment of Invoices by Credit Card

Canada requests that suppliers complete one of the following:

- () Yes, Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices under the Supply Arrangement.

The following credit card(s) are accepted:

- () VISA
 () MasterCard

OR

- () No, Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices under the Supply Arrangement.

The supplier is not obligated to accept payment by credit card. Acceptance of credit cards for payment of invoices will not be considered as a qualification criteria.

2. Required Certifications - Precedent to Issuance of a Supply Arrangement

Suppliers are requested to submit the certifications presented at Part 5 - Certifications

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements including the technical evaluation criteria specified herein.

1. Technical Evaluation

Mandatory Requirements

Arrangements will be examined to determine their compliance with the following mandatory requirements:

- 1.1 The supplier is not obligated to submit an offer to all regions (Ontario/NCR, Quebec, Atlantic), but the supplier must clearly identify which region(s) is (are) being offered.

Submit Annex "A1" for Region 1: List of Offered Product Categories (Ontario and NCR)
Submit Annex "A2" for Region 2: List of Offered Product Categories (Quebec)
Submit Annex "A3" for Region 3: List of Offered Product Categories (Atlantic Provinces)
- 1.2 For each offered region, suppliers must supply products covering at least 80% of the categories identified at Annex "A..."
- 1.3 For each offered region, submit an electronic version of the list of manufacturers using **Microsoft (MS) Word** only, as detailed at Part 3, Section I, Article 4 - List of Manufacturers.
- 1.4 For each offered region, submit a hard copy of the same list produced to satisfy criteria 1.2 above.
- 1.5 For each offered region, include enough information in their Arrangement to demonstrate that their principal activities are really included in the product categories listed in Annex "A...", and that the supplier has the ability to respond to requirements for the region being offered.
- 1.6 Must have completed all required sections of the RFSA, provided all requested information and accepted all established terms and conditions.

All the preceding information will be used to determine the supplier's ability to satisfactorily meet the requirements of the resultant SA and meet the specific requirements of the Identified Users.

2. Conditions Precedent to Issuance of a Supply Arrangement

Comply with Part 5 - Certifications.

3. Basis of Selection

For each region, an Arrangement will be issued to suppliers who have qualified under this Request for Supply Arrangement. However, considering the inherent competitive nature of a Supply Arrangement, offerors are advised that no SAs will be awarded in a specified region unless at least two (2) technically compliant offers have been received for that region.

PART 5 - CERTIFICATIONS PRECEDENT TO ISSUANCE OF A SUPPLY ARRANGEMENT

Suppliers must provide the required certifications to be issued a supply arrangement (SA). Canada will declare an arrangement non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications suppliers provide to Canada is subject to verification by Canada during the arrangement evaluation period (before issuance of a SA) and after issuance of a SA. The Supply Arrangement Authority will have the right to ask for additional information to verify suppliers' compliance with the certifications before issuance of a SA. The arrangement will be declared non-responsive if any certification made by the Supplier is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Supply Arrangement Authority for additional information will also render the arrangement non-responsive.

1. Code of Conduct and Certifications - Related documentation

By submitting an arrangement, the Supplier certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting an arrangement, the Supplier certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Supplier, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any arrangement in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Supplier and any of the Supplier's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the entire period of the Supply Arrangement and any resulting contracts arising from the SA.

Suppliers who are incorporated, including those submitting arrangements as a joint venture, must provide with their arrangement or promptly thereafter a complete list of names of all individuals who are currently directors of the Supplier. Suppliers submitting arrangements as sole proprietorship, including those submitting arrangements as a joint venture, must provide the name of the owner with their arrangement or promptly thereafter. Suppliers submitting arrangements as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of arrangements is completed, Canada will inform the Supplier of a time frame within which to provide the information. Failure to comply will render the arrangement non-responsive.

Providing the required names is a mandatory requirement for issuance of a Supply Arrangement and any resulting contract.

Canada may, at any time, request that a Supplier provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html) form- PWGSC-TPSGC 229)

(<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the arrangement being declared non-responsive.

2. Federal Contractors Program - Certification

1. The Federal Contractors Program for Employment Equity (FCP-EE) requires that some suppliers bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP-EE, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP-EE for a reason other than the reduction of their workforce to less than 100 employees. Any bid from ineligible contractors will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP-EE, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity (<http://www1.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>), to the Labour Branch of HRSDC.
3. The Bidder certifies its status with the FCP-EE, as follows: The Bidder
 - (a) () is not subject to the FCP-EE, having a workforce of less than 100 permanent full time, part-time or temporary employees in Canada,
 - (b) () is not subject to the FCP-EE, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
 - (c) () is subject to the requirements of the FCP-EE, having a workforce of 100 or more permanent full time, part-time or temporary employees in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
 - (d) () is subject to the FCP-EE, and has a valid certificate number as follows: _____ (e.g. has not been declared ineligible contractor by HRSDC).

Further information on the FCP-EE is available on the following HRSDC Web site:
<http://www.hrsdc.gc.ca/en/labour/equality/fcp/index.shtml>.

 Signature

 Date

3. Distributorship Certification (For each manufacturer represented)

The supplier certifies that it is an agent or distributor fully authorized by the manufacturer(s) to offer all products from the categories listed in Annex "A" attached, for the region(s) being offered.

Signature

Date

Actual letters of certification are not required, but the supplier agrees to be willing and able to provide proof by means of a letter from any manufacturer upon request.

4. Set-aside for Aboriginal Business

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

2. The Offeror:

- i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

3. The Offeror must check the applicable box below:

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

OR

() The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

4. The Offeror must check the applicable box below:

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

OR

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

The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal

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business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.

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

Signature

Date

5. Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Contracting Authority, the Bidder must provide a certification for each owner and employee who is Aboriginal.

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

1. Arrangement

Suppliers having a Supply Arrangement (SA) propose to supply, based on requirements, various electrical parts and components included in one or more of the product categories listed in Annex "A". The Supply Arrangement covers most of Government Supply Identification Number (GSIN) N5975 - Electrical Hardware and Supplies, and parts of Federal Stock Class (FSC) 61 - Electric Wire, and Power and Distribution Equipment and 62 - Lighting Fixtures and Lamps as detailed in Annex "A".

For deliveries only with destinations within the following region(s)/province(s):

(to be completed on issuance of SA)

2. Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement (SA) and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual issued by Public Works and Government Services Canada.

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)

2.1 General Conditions

2020 (2012-11-19) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

2.2 Supply Arrangement Reporting

Suppliers must compile and keep current data on products purchased by Identified Users with respect to contracts arising from a Supply Arrangement (SA). These data or reports must include the contract number, the Identified User name, the good(s) purchased and the total contract value, including purchases using the Government of Canada Acquisition Card. A copy of each contract for the same period must be included with this report. **Each quarter**, suppliers must collect the data and submit it to the Supply Arrangement Authority at Public Works and Government Services Canada.

Attached to Annex "B" is an example of the quarterly report.

Quarterly 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.

Electronic reports must be completed and forwarded to the Supply Arrangement Authority no later than 15 calendar days after the end of the quarterly period.

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

Failure to provide fully completed reports in accordance with the above instructions may result in the setting aside of the Supply Arrangement and the application of a vendor performance corrective measure.

3. Term of Supply Arrangement

3.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is for two (2) years upon award, hence from __date__ to __date__ inclusively.

3.2 Option to Extend the Period of Supply Arrangement

The Holder of the Supply Arrangement grants to Canada the irrevocable option to extend the period of the Supply Arrangement by up to three (3) additional one (1) year periods under the same conditions. Canada may exercise this option at any time by sending a written notice to the Holder at least thirty (30) calendar days before the expiry date of the Supply Arrangement. The option may only be exercised by the Supply Arrangement Authority, and will be evidenced for administrative purposes only, through a Revision to the Supply Arrangement.

Option Year One (1) is from __date__ to __date__ inclusively;
Option Year Two (2) is from __date__ to __date__ inclusively;
Option Year Three (3) is from __date__ to __date__ inclusively.

4. On-going Opportunity for Qualification

Upon completion of solicitation E60HN-13ELEC/A, a version /B will be issued on the MERX system to allow new suppliers to become qualified. Existing qualified suppliers, who have been issued a supply arrangement under version /A, will not be required to submit a new arrangement. Any Supply Arrangement awarded under the re-issued version /B will have the same duration as the Supply Arrangements awarded under the first /A solicitation process.

5. Authorities

5.1 Supply Arrangement Authority

Steve Dumaresq
Supply Specialist
Public Works and Government Services Canada
Electrical and Electronics Products Division - HN
Portage III - Floor: 7B3
11 Laurier Street
Gatineau, Quebec K1A 0S5 Canada

Telephone : 819-956-3487
Fax : 819-953-4944
E-mail : steve.dumaresq@tpsgc-pwgsc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

5.2 Supplier's Representative (to be completed on issuance of SA)General product information

	Region 1 (Ontario/NCR)	Region 2 (Quebec)	Region 3 (Atlantic)
Name:	_____	_____	_____
Telephone number:	_____	_____	_____
Facsimile number:	_____	_____	_____
E-mail:	_____	_____	_____

Receipt of call-up requests from client departments

Name:	_____	_____	_____
Telephone number:	_____	_____	_____
Facsimile number:	_____	_____	_____
E-mail:	_____	_____	_____

Delivery follow-up

Name:	_____	_____	_____
Telephone number:	_____	_____	_____
Facsimile number:	_____	_____	_____
E-mail:	_____	_____	_____

(FOR ALL REGIONS) Person responsible for submitting quarterly reports to PWGSC

Name:	_____
Telephone number:	_____
Facsimile number:	_____
E-mail:	_____

6. Identified Users

The Identified Users 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.

For deliveries only with destinations within the following region(s)/province(s):

(to be completed on issuance of SA)

Identified Users are specified in the contract under a SA. They represent the department or organization for which there are requirements under a contract resulting from a SA. They are responsible for all matters concerning the technical content of the requirements specified in the contract.

6.1 Geographic Region Definitions

Region	Definition
Ontario and National Capital	The province of Ontario with the exception of the National Capital Region. Bounded on the west by a north-south line running from, and including the cities of Petawawa to Kingston, as far north as Maniwaki, Quebec, on the east by the Ontario-Quebec border on the south by the St. Lawrence River (includes Gatineau-Maniwaki and Masson-Angers areas).
Quebec	The entire province of Quebec, excluding the National Capital Region.
Atlantic	The entire province of Nova Scotia; The entire province of New Brunswick and Prince Edward Island; The entire province of Newfoundland including Labrador.

Comprehensive Land Claims Agreements (CLCA):

For any deliveries to a location that is subject to a CLCA, it is the identified user's responsibility to observe all CLCA obligations that have to be addressed during the procurement process.

7. Contract Instrument

- (a) PWGSC-TPSGC 9400-4, Contract form. This form is available on the Forms Catalogue Web site (<http://publiservice.tpsgc-pwgsc.gc.ca/forms/text/index-e.html>).
- (b) Bid solicitation templates 2T-LDV1 for low dollar value requirements or the 2T-MED1 for medium complexity requirements, available in the *Standard Acquisition Clauses and Conditions* manual, based on the estimated dollar value and complexity of the requirement. (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)

8. Contract Limit

Contract limits under this Supply Arrangement must not exceed **\$60,000 (all inclusive)** for product categories listed in Annexes "A1", "A2" and "A3". The Supply Arrangement cannot be used for requirements that are more than \$60,000 (all inclusive). This limit includes the Goods and Services or Harmonized Sales Tax and delivery charges.

For any requirement that is more than \$60,000 (all inclusive), the Identified User will submit a completed 9200 requisition form to PWGSC, via the Central Allocations Unit, for processing as a solicitation posted on to the Merx system.

9. Priority of Documents

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

- (a) the articles of the Supply Arrangement (SA);
- (b) the general conditions 2020 (2012-11-19), General Conditions - Supply Arrangement - Goods or Services
- (c) Annexes "A1", "A2" and "A3", List of Offered Product Categories;
- (d) the Supplier's arrangement dated __date__.

10. Certifications

10.1 Compliance

Compliance with the certifications provided by the Supplier in the arrangement is a condition of the Supply Arrangement (SA) and subject to verification by Canada during the term of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification or it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the SA.

11. Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in the region/province receiving delivery.

12. Service Level

The minimum service level that suppliers are to provide to Identified Users is described below:

- a) Provide information to Identified Users to help them to select products in accordance with their requirements;
- b) Help Identified Users prepare their Bid Solicitations;
- c) In-depth knowledge of the products available in the supply arrangement so that the supplier can knowledgeably discuss the needs of Identified Users with them in relation to available products;
- d) Respond to all Identified User queries (other than RFQs) within twenty-four (24) hours of receiving the User query.

13. Return of Goods

If the error is caused by the supplier, the supplier must replace/credit/ refund any item(s) within three (3) days of receipt of notification from the Identified User. In this instance, the supplier will be responsible for return shipping charges.

If the item was ordered incorrectly by the Identified Users, the supplier may credit, replace or refund the item within a reasonable period of time from the date of the request. If a mistake was made in the order or is the supplier was not advised within the prescribed time frame, restocking charges could be levied. These charges must not be more than 15 per cent.

The supplier must replace, without charge, all items that are damaged or defective at time of delivery within three (3) days of being notified by the Identified User in this regard.

14. Supplier's Responsibility

a) The supplier is responsible for the following :

- Provides all mandatory quarterly reports, as requested in Part 6, Article 3.2 of this document to Public Works and Government Services Canada (PWGSC) within the agreed time frame;
- Resolves problems that may arise on a timely basis;
- Sells only products listed in Annex "A1", "A2" and "A3" – List of Offered Product Categories;
- Complies with all terms and conditions of the SA.

If the above-mentioned requirements are not respected, the supplier may be deleted from the list of qualified suppliers under a SA and be subject to corrective measures applicable to supplier performance.

b) The supplier must write to the Supply Arrangement Authority to add or delete manufacturers from Annex "A" of this document. An official amendment to the SA will be issued in order to incorporate the requested changes.

c) Upon request from any Identified User, the supplier will propose products that are considered "Green Products", which are environmentally preferable products that have a lesser or reduced impact on the environment over the life cycle of the product, when compared with competing products serving the same purpose.

15. Responsibility of Identified Users

The Identified User is responsible for, but not limited to,

- Advising Public Works and Government Services Canada (PWGSC) of any problem with a supplier;
- Complying with the contract limits mentioned in Part 6, A, Article 8 herein and included in the offered categories listed in Annex "A1", "A2" and "A3";
- Complying with all terms and conditions of the Supply Arrangement;
- Providing funding required to purchase products;
- Ensuring that the requirements are for official government use only;
- Providing the appropriate provincial sale tax exemption licence number, if applicable;
- Not apportioning requirements among several suppliers in order to get around SA limits;
- Indicating, on a contract awarded under a SA, a detailed description of the requirement. These contracts will be sent to suppliers in electronic format in order to facilitate completing the quarterly reports requested in Part 6, A, Article 3.2 - Supply Arrangement Reporting;
- If the Identified User asks the supplier to provide information on the price or availability of goods for planning, budgeting or similar requirements, the Identified User is to inform the supplier that this Request for Quotation and availability relates to information only and will not result in a contract;
- Conduct Green Procurement as defined in the government's Policy on Green Procurement.

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16. Bid Solicitation - Response Time

Non-Urgent Solicitation

Unless indicated otherwise on the Bid Solicitation form, bids must be submitted within four (4) working days of receiving the bid solicitation from the Identified User in the case of items in stock , and five (5) working days in the case of items not in stock.

Urgent Solicitation

Unless indicated otherwise on the Bid Solicitation form, bids must be submitted within two (2) working days of receiving the bid solicitation from the Identified User in the case of items in stock, and two (2) working days in the case of items not in stock.

B. BID SOLICITATION

1. Bid Solicitation Documents

Canada will use the bid solicitation template 2T-LDV1 for low dollar value requirements or the 2T-MED1 for medium complexity requirements, available in the Standard Acquisition Clauses and Conditions manual, based on the estimated dollar value and complexity of the requirement.

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)

The bid solicitation will contain as a minimum the following:

- a) the following text:
This solicitation and the resulting Contract are issued against the Supply Arrangement (SA), PWGSC File No. E60HN-13ELEC/...../HN and all terms and conditions of the SA apply.
- b) security requirements (*if applicable*);
- c) a complete list/description of the items to be purchased;
- d) 2003, Standard Instructions - Goods or Services - Competitive Requirements; if applicable, insert the A9130T - Controlled Goods clause;
- e) bid preparation instructions;
- f) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- g) evaluation procedures and basis of selection; Note: The winning bid should always be the lowest evaluated price on an aggregate basis.
- h) conditions of the resulting contract.

2. Bid Solicitation Process

- a. For specific requirements where the estimated price does not exceed \$5,000, bid solicitations may be directed by the Identified User (IU) to any one (1) or more of the Supply Arrangement holders. This limit includes the Goods and Services or Harmonized Sales Tax and delivery charges.
- b. For specific requirements where the estimated price is between \$5,000 and \$25,000, bid solicitations are to be issued by the Identified User (IU) to at least three (3) Supply Arrangement holders. This limit includes the Goods and Services or Harmonized Sales Tax and delivery charges.
- c. For specific requirements where the estimated price is between \$25,000 and \$60,000, bid solicitations are to be issued by the Identified User (IU) to all Supply Arrangement Holders. The IU will be required to post an NPP (Notice Of Proposed Procurement) on MERX for all requirements meeting this criterion for a minimum period of ten (10) days.
- d. The Supply Arrangement cannot be used for requirements that are more than \$60,000 (all inclusive).
- e. The following forms must be used for the first page of the bid solicitation document and the first page of the resulting contract document. These forms are available on the Electronic Forms Catalogue

(http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/text/search_for_forms-e.html) Web site.
PWGSC-TPSGC 9400-3, Bid Solicitation, PWGSC-TPSGC 9400-4, Contract.

- f. Use of the bid solicitation template 2T-LDV1 for low dollar value requirements or the 2T-MED1 for medium complexity.
- g. The party responsible for the solicitation bid and contract award process must obtain price support in all cases where a sole responsive bid has been received, in accordance with the provisions set out in Standard Instructions - Goods or Services - Competitive 2003.
- h. As part of its ongoing commitment to improve the environment and the quality of life of Canadians, Identified Users are to apply the Policy on Green Procurement, which seeks to reduce the environmental impacts of government operations and promote environmental stewardship by integrating environmental performance considerations in the procurement process.
- i. For any deliveries to a location that is subject to a CLCA, it is the identified user's responsibility to observe all CLCA obligations that have to be addressed during the procurement process.

C. RESULTING CONTRACT CLAUSES

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

For any contract to be awarded using:

- (a) 2T-LDV1 (for low dollar value requirements), general conditions 2029 will apply to the resulting contract; or
- (b) 2T-MED1 (for medium complexity requirements), general conditions _____ (insert the general conditions that will apply to any resulting contract based on the level of complexity of the requirement covered by the supply arrangement) will apply to the resulting contract;

The above templates are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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ANNEX "A1"

List of Offered Product Categories (Ontario and NCR)

(Attached as Annex-A1.doc)

ANNEX "A2"

List of Offered Product Categories (Quebec)

(Attached as Annex-A2.doc)

ANNEX "A3"

List of Offered Product Categories (Atlantic Provinces)

(Attached as Annex-A3.doc)

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ANNEX "B"
Sample Quarterly Report Form

Name of Supply Arrangement (SA) Holder: _____

SA Number: _____

REGION: _____

PERIOD OF QUARTERLY REPORT: FROM _____ TO _____.

Contract Number	Department or Identified User	Contract Amount

Total of Quarterly Expenditures for all Contracts

Total	\$ _____
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Public Works and Government Services Canada
Electrical and Electronics Products Division - HN
Steve Dumaresq
E-mail: steve.dumaresq@tpsgc-pwgsc.gc.ca

ANNEX "C" ENVIRONMENTAL ATTRIBUTES

Note: Annex "C" will not apply to all Offerors, hence it is requested to reply simply as it applies to the Offeror, stating "n/a" whenever required. Annex "C" is for voluntary informational purpose only, and will not be considered in the evaluation of any Offer.

As part of the federal governments commitment to environmentally responsible procurement, PWGSC encourages the private sector to develop and implement environmentally responsible initiatives in manufacturing processes, products, business management systems and packaging.

In addition to completing this Annex "C", you are requested to submit information and /or substantiating documentation regarding their stated environmental initiatives, and the details of the environmental impact of the goods proposed in terms of overall environmental management, for example:

- a. Provide details of your policies and practices in relation to environmentally responsible manufacturing processes.
- b. Provide details of your policies and practices in relation to environmentally responsible waste disposal initiatives
- c. Provide details of your policies and practices in relation to waste reduction initiatives
- d. Provide details of your policies and practices in relation to packaging initiatives
- e. Provide details of your policies and practices in relation to re-use strategies.
- f. Provide details of your policies and practices in relation to recycling

Your firm is requested to complete Table 1 – Recycled Content of Source Materials, identifying all major materials applicable to the products offered by your firm against this standing offer and their respective recycled content. The materials listed in the table are a representative sampling only.

Your firm is requested to complete Table 2 - Recycled Content of Packaging Components, identifying all components applicable to the packaging required for the products offered by your firm against this standing offer and their respective recycled content. An example of a completed table is provided for your information.

If your firm has a corporate environmental policy, you must submit a copy of this policy either on corporate letterhead, as corporate documentation or provide your firms web site address where this information resides. In support of your firm's environmental policy you must provide documentation regarding the environmental principles referenced in your policy and details of the environmental policy and its impact in terms of overall environmental management.

If your facility has established a program for solid waste auditing, has prepared a waste reduction plan and has instituted a means to track progress towards waste reduction and diversion from disposal of materials such as metals, plastics, fabrics, wood, fibreglass, glass etc., a description of this program and or a copy of the most recent waste audit shall be submitted.

Table 1 - Recycled Content of Source Materials

SOURCE MATERIAL	COMPONENT	RECYCLED CONTENT OF SOURCE MATERIAL BY WEIGHT *

* Based on averaging method for previous 12 months.

Sample of completed table 1

Source Material	Component	Recycled content of Source Material by Weight *
Steel	Structural, non -structural and all other components	25%

Table 2 - Recycled Content of Packaging Materials

Component Name	Material Name	Is it recycled material? If yes %	Is it recyclable after use?	Is it currently recycled in Canada?

Sample of completed table 2

Component Name	Material Name	Is it recycled material? If yes %	Is it recyclable after use?	Is it currently recycled in Canada?
box	cardboard	Yes 35%	Yes	Yes
label	Plastic/metal/glue	Yes 20%	80% as fuel only	No
staple	Galvanized steel	Yes 95%	Yes	Yes 95%
packer	polystyrene	No	No	No

DEFINITIONS

Recyclable product: a product, which after its intended use can demonstrably be diverted from the solid waste stream for use as a raw material in the manufacture of another product

Recycled material: material and byproducts that have been recovered or diverted from solid waste and that can be utilized in place of raw or virgin material in manufacturing a product. It is derived from post consumer recycled material, manufacturing waste, industrial scrap, agricultural waste and other waste material, but does not include material or byproducts generated from and commonly reused within an original manufacturing process.

Recycled product: a product containing recycled material.

Post consumer recycled material: only those products generated by a business or consumer which have served their intended end uses, and which have been separated or diverted from the solid waste stream.

Company Name: _____

Product Name / Series: _____

Manufacturer's Commitment	Yes	No
1. The manufacturer has an environmental policy statement.		
2. The manufacturer has a history on environmental initiatives.		
3. The manufacturer has conducted a comprehensive waste audit.		
4. The manufacturer has further plans for environmental improvements.		
Resource Input		
1. Metal components are finished using low VOC emitting technology.		
2. Metal parts contain recycled content.		
Product Design		
1. All major components are designed to be disassembled.		
2. Wear susceptible parts are designed to be replaceable by the user?		
Manufacturing		
1. Waste material from the manufacturing process is minimized.		
2. Waste material from the manufacturing process is recycled.		
3. The facility is accredited to ISO 14000 - Environmental Management System.		
Packaging and Distribution		
1. The packaging is designed to minimize waste (e.g. bulk, reusable such as blanket		
2. Recycled materials are used to produce the packaging.		
3. Your firm accepts the packaging for reuse, recycling or recovery		
Use and Maintenance		
1. The furniture is accompanied by clear maintenance and repair instructions.		
2. There are inventory numbers for replacement parts which are available.		
Disposal		
1. There a product buy or take back program.		
2. There is a program in place to recondition, reuse or recycle the cabinets.		

Assesment of manufacturers' level of environmental commitment and performance.

For each manufacturer being represented by the supplier submitting an offer, the following questions are asked:

1. Is the manufacturer ISO 14001 certified or has an Environmental Management System equivalent?

If yes, please provide details.

2. Does the manufacturer have an Environmental Policy Statement?

If yes, please provide details.

3. Does the manufacturer have a history of Environmental Initiaves?

If yes, please provide details.