

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 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776**

Request For a Standing Offer Demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Electrical & Electronics Products Division
11 Laurier St./11, rue Laurier
7B3, Place du Portage, Phase III
Gatineau, Québec K1A 0S5

Title - Sujet Security Hardware	
Solicitation No. - N° de l'invitation E60HN-17SECH/B	Date 2017-12-21
Client Reference No. - N° de référence du client E60HN-17SECH	GETS Ref. No. - N° de réf. de SEAG PW-\$\$HN-460-74020
File No. - N° de dossier hn460.E60HN-17SECH	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-02-09	Time Zone Fuseau horaire Eastern Standard Time EST
Delivery Required - Livraison exigée	
Address Enquiries to: - Adresser toutes questions à: Guertin, Benoit	Buyer Id - Id de l'acheteur hn460
Telephone No. - N° de téléphone (819)420-0331 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

PART 1 - GENERAL INFORMATION

1. Introduction

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

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

The Annexes include the Requirement & Price List, Periodic Usage Reports – Standing Offer, Manufacturer Authorization and any other annexes

2. Summary

The Request for Standing Offers (RFSO) is to establish National Master Standing Offers (NMSO) for the purchase and delivery of Special Security Hardware (eg cylinder, push button locks, handles, combination locks, electronic locks etc.) to the Identified Users across Canada, **including** areas subject to Comprehensive Land Claims Agreements (CLCAs). The period will be for two years plus a right to request an extension of up to 12 months. More than one Standing Offer may be issued in two streams: PSAB and Non-PSAB.

This procurement contains a separate stream for a set aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB).

For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business see Annex 9.4 of the Supply Manual.

The non-PSAB requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canadian Free Trade Agreement (CFTA), and all other FTAs in place.

The **PSAB stream** is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses. Further to Article 800 of the CFTA, this Agreement does not apply to any measure adopted or maintained by a Party with respect to Aboriginal peoples. It does not affect existing aboriginal or treaty rights of any of the Aboriginal peoples of Canada under section 35 of the Constitution Act, 1982

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 6A -Standing Offer, and Part 6B - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

3. Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2006 (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

(End of page)

1.1 SACC Manual Clauses

Reference	Section	Date
<u>M9033T</u>	Financial Capability	2011-05-16
<u>B1000T</u>	Condition of Material	2014-06-26

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers. Do not send offers directly to the Contracting Officer. Email offers are not accepted.

PWGSC Bids Receiving Unit
11 Laurier Street, Place du Portage, Phase 3, Core 0B2, Gatineau, Québec, K1A 0S5
Tel.: 819-420-7201 Fax: 819-997-9776

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

3. Enquiries - Request for Standing Offers

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

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

4. Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

- Section I: Technical Offer (1 hard copy and 1 electronic copy)
- Section II: Financial Offer (1 hard copy and 1 electronic copy)
- Section III: Certifications (1 hard copy)
- Section IV: Additional Information (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy. Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

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

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fiber 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.

1.1 Aboriginal Business Certification

SACC Manual clause [A3000C](#) (2014-11-27) Aboriginal Business Certification

Section I: Technical Offer

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

1.2 Streams

Please check off all the streams you are submitting an offer for.

- () Procurement Strategy for Aboriginal Business (PSAB)
- () Non-PSAB

If both streams are selected, Offerors may submit an Annex "A" applicable to both streams or an Annex "A" for each stream.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Pricing Basis below. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. Offerors MUST submit a completed copy of Annex "A"

1.3 Electronic Payment of Invoices – Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete the following:

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

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

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

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

1.4 Exchange Rate Fluctuation

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

1.5 Pricing - Multi-Item Offer

Offerors must quote a % discount for a minimum of 24 of the 28 items in the Request for Standing Offer in order to be evaluated. Offerors must maintain a minimum of 24 items throughout the period of the standing offer.

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

(End of page)

Section IV: Additional Information

1.6 Offeror's Representative

Name and telephone number of the person responsible for:

Call-ups

Delivery follow-up

Name: _____

Name: _____

Telephone No. _____

Telephone No. _____

Facsimile No. _____

Facsimile No. _____

E-mail address: _____

E-mail address: _____

1.7 Delivery times

Delivery for items **in stock** will be made within _____ business days.

Delivery for items **not in stock** will be made within _____ business days.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

Evaluation Criteria

All offers must be completed in full and provide all of the information requested in the RFSO document to enable full and complete evaluation.

1.1 Mandatory Technical Criteria

The following Mandatory factors will be taken into consideration in the evaluation of each offer:

- Completed Annex "A" along with all manufacturer's suggested retail price (MSRPs) list, both offered in electronic format;
- Offerors must quote a percentage discount for a minimum of 24 of the 28 items;
- Provide authorization letters from the OEM, **using ONLY Annex "C"**, for each MSRPs offered;
- Products must meet ANSI/BHMA 156 standards, Grade 1 Operational or Grade 1 Security where applicable.

1.2 Evaluation

The following **Mandatory** factors will be taken into consideration in the evaluation of each offer:

- Compliance with Pricing Basis;

(End of page)

For evaluation purposes, the Total Evaluated Points will be determined by comparing, on an item per item basis, the percentage discounts for each manufacturer listed in Annex "A". Points will be attributed as follows:

- Highest discount: 3 points
- 2nd highest discount: 2 points
- 3rd highest discount: 1 point
- 4th + discount: 0 points

Example:

OEM: Medeco		
Company	% offered	Total points allotted
A	23	1
B	26	2
C	10	0
D	35	3
E	23	1

The maximum amount of points an Offeror can obtain is 84. In the event there is a tie, all Offeror tied will obtain the allotted points.

1.3 Pricing Basis

The Offeror must quote firm percentage discounts off Manufacturer Suggested Retail Price list (MSRP). All prices are DDP Delivered Duty Paid (destination) the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) extra, as applicable. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

Offerors MUST submit the most up-to-date MSRP in Canadian dollars. Only ONE version of an MSRP will be accepted throughout the NMSO. In the event that more than one MSRP is submitted, the SO authority reserves the right to choose the MSRP that will be included in the SO. If a Canadian MSRP is not available, Offerors may submit a MSRP in US dollars.

The Standing Offer holder(s) will only be allowed to modify Manufacturer Suggested Retail Price (MSRP) lists every 6 months. The Standing Offer holder(s) will provide a copy of the MSRP list to the Contracting Authority for verification and acceptance. The percentage discount is to remain unchanged for the entire period of the standing offer, including any exercised option periods. Standing Offer holders must use the most current MSRP list at the time of the modification.

(End of page)

2. Basis of Selection

An offer must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. You must also provide a written proof (Annex "C") from at least 24 of the manufacturers listed in Annex "A" that you presently have a direct account with the manufacturer. The three (3) Offerors with the most points, in each stream, will be issued a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

1. Certifications Required with the Offer

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

1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

1.2 Additional Certifications Required with the Offer **(FOR PSAB STREAM ONLY)**

1.2.1 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#) of the *Supply Manual*.
2. The Offeror:
 - i. certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.

- ii. agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Offeror must check the applicable box below:
- i. ☐ The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - ii. ☐ The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Offeror must check the applicable box below:
- i. ☐ The Aboriginal business has fewer than six full-time employees.
OR
 - ii. ☐ The Aboriginal business has six or more full-time employees.
5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.
6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

1.2.2 Owner/Employee Certification - Set-aside for Aboriginal Business

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

1. I am _____ (insert "an owner" and/or "a full-time employee") of _____ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-Aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Date

Signature of owner and/or employee

Date

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

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

2.1 Integrity Provisions – Required Documentation

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

2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

(End of page)

2.3 General Environmental Criteria Certification

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

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

Bidders' Authorized Representative Signature

Date

or

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

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

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day-to-day business activity unless otherwise specified by your client.	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification.	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

Bidders' Authorized Representative Signature

Date

2.4 Periodic Usage Reports – Standing Offer

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

The Offeror must provide this data in accordance with the reporting requirements detailed in the Standing Offer. This data must include all purchases done by Canada,

including those acquired and paid for by a Canada acquisition card. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

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

The quarterly reporting periods are defined as follows:

- 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 data must be submitted to the Standing offer Authority no later than 30 calendar days after the end of the reporting period.

The supplier hereby accepts the responsibility to submit all required usage reports in accordance to instructions, and furthermore understands that failure to provide usage reports in accordance with instructions may result in the setting aside of the Standing offer and the application of a vendor performance corrective measure.

Company Name

Supplier's Representative Signature

Date

(End of page)

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Security Requirements

There is no security requirement applicable to the Standing Offer.

3. Standard Clauses and Conditions

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

3.1 General Conditions

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

3.2 Periodic Usage Reports - Standing Offer

The Offeror must compile and maintain records on its provision of goods to clients under contracts resulting from the Standing Offer. This data must include all purchases done by clients, including those acquired and paid for by a Canada acquisition card.

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

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

The quarterly reporting periods are defined as follows:

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

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from _____ to _____.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one period of up to 12 months 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 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4.3 Comprehensive Land Claims Agreements (CLCAs)

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

4.4 Updating Manufacturer Suggested Retail Price lists (MSRP)

The Standing Offer holder(s) will be allowed to modify the MSRP lists once every six (6) months, upon written confirmation from the Manufacturer and confirmed with the issuance of an authorised revision to the standing offer. The percentage discount is to remain unchanged for the entire period of the standing offer, including any exercised option periods. In the event that more than one OEM's MSRP is submitted, the Standing Offer authority reserves the right to choose the MSRP that will be included in the Standing Offer.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Benoit Guertin – Supply Specialist
Public Services and Procurement Canada – Acquisitions Branch
Logistics, Electrical, Fuel and Transportation Directorate - "HN" Division
7B3, Place du Portage, Phase III, 11 Laurier Street, Gatineau, QC, K1A 0S5
Telephone: (819) 420-0331 Facsimile: (819) 953-4944
Email address: TPSGC.DGAHNOCAA-ABHNSOSA.PWGSC@tpsgc-pwgsc.gc.ca

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

5.2 Project Authority

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

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

5.3 Offeror's Representative

Name and telephone number of the person responsible for:

Call-ups

Delivery follow-up

Name: _____

Name: _____

Telephone No. _____

Telephone No. _____

Facsimile No. _____

Facsimile No. _____

E-mail address: _____

E-mail address: _____

6. Identified Users

The 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 and the province of Nova-Scotia.

The Standing Offer Authority reserves the right to modify point 6. Identified Users to include other jurisdictional governments (provincial, municipal, territorial etc.)

For any work in a Land Claim area, Identified Users are to encourage Standing Offer Holders to utilize local vendors to perform any work.

7. Call-up Procedures

Identified Users will be allowed to pick the Right Fit between Standing Offer Holders and must make a note to file as to the reasons for their choice if the lowest price is not chosen, such as, but not limited to:

- 1- During a previous purchase, Vendor "A" failed to meet one of the Roles and Responsibilities described in Annex "A";
- 2- During a previous purchase, Vendor "B" failed to deliver the goods as per the terms and conditions of the standing offer;
- 3- For the bulk of the purchases to be made, Vendor "C" offers the highest discount. For convenience and in order to save time, the entire purchase will be made with Vendor "C";
- 4- Vendor "D" was out of stock.

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7.1 US Price Lists

For the MSRP's that are only available in US Funds, the SO holder must take the unit price in USD and apply the appropriate percentage discount. The discounted price is then convert to Canadian funds using the exchange rate, as listed on the Bank of Canada website, at the time of the quote and the converted price is quoted to the client. The exchange rate used on the quote must remain valid for up to 30 days.

8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 or 3 below, or by using the Canada acquisition card (Visa or MasterCard), for low dollar value requirements.

1. Call-ups must be from Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.

2. The following forms which are available through [PWGSC Forms Catalogue](#) website:

- PWGSC-TPSGC 942 Call-up Against a Standing Offer
- PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
- PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version only)
- PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version only)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:

- standing offer number
- statement that incorporates the terms and conditions of the Standing Offer
- description and unit price for each line item
- total value of the call-up
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

(End of page)

9. Limitation of Call-ups

Individual call-ups by an Identified User made pursuant to the Standing Offer **must not** exceed \$100,000.00 (including GST/HST). Individual requirements exceeding the above amount of \$100,000.00 can be submitted to the Standing Offer authority for review and approval.

PWGSC may use the standing offer for requirements exceeding this limit. Requirements shall not be broken into a number of call-ups for the purpose of avoiding approval authorities.

10. Delivery Call-ups

Delivery for items **in stock** will be made within _____ (will be inserted at issuance of standing offer) calendar days from receipt of a call-up document. Delivery for items **not in stock** will be made within _____ (will be inserted at issuance of standing offer) calendar days from receipt of a call-up document.

11. 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;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods
- d) Annex A Requirement
- e) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

12. Certifications and Additional Information - 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.

13. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

B. RESULTING CONTRACT CLAUSES

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

1. Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

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

Section 16 Interest on Overdue Accounts, of [2010A](#) (2016-04-04) will not apply to payments made by credit cards at point of sale.

2.3 SACC Manual Clauses

SACC Reference	Section	Date
<u>B1501C</u>	Electrical Equipment	2006-06-16
<u>B7500C</u>	Excess Goods	2006-06-16

3. Term of Contract - Delivery Date

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

4. Payment

4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the discounted unit prices specified in the standing offer (based on firm discounts) in Canadian dollars. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

4.2 Limitation of Price

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

4.3 Multiple Payments

SACC Manual clause [H1001C](#) (2008-05-12) Multiple Payments

4.4 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance

4.5 Electronic Payment of Invoices – Call-up (if applicable)

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)

5. Invoicing Instructions

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

2. Invoices must be distributed as per the detailed instructions in the standing offer

6. SACC Manual Clauses (Delivery)

SACC Reference	Section	Date
<u>D2000C</u>	Marking	2007-11-30
<u>D2001C</u>	Labelling	2007-11-30
<u>D9002C</u>	Incomplete Assemblies	2007-11-30

6.1 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and Delivered Duty Paid –DDP- (As per call-up) Incoterms 2000 for shipments from a commercial contractor.

(End of page)

Solicitation No.- N° de l'invitation
E60HN-17SECH/B
Client Ref. No. - N° de réf. du client
E60HN-17SECH

Amd. No. - N° de la modif
File No. - N° du dossier
HN460, E60HN-17SECH

Buyer ID - ID de l'acheteur
HN460
N° CCC / CCC No./ N° VME - FMS

ANNEX "A" – Requirement & Price List

To be considered responsive, you must provide a written proof (Annex "C") from at least 24 of the manufacturers listed below that you presently have a direct account with the manufacturer.

	Manufacturer	Currency (US or CDN)	Percent Discount	Date of Price List*
1	Abloy			
2	Abus			
3	Adams Rite			
4	HES			
5	Corbin Russwin			
6	Detex			
7	EFF			
8	Folger Adams			
9	Gallery			
10	HPC			
11	Ilco – Simplex Unican			
12	Ilco – Eplex			
13	Ilco – Brass Cylinders, Security Hardware Cam and Specialty Lock Locksmith Supplies			
14	Kaba Mas			
15	LCN			
16	Master			
17	McKinney			
18	Medeco			
19	Pannex			
20	RCI			
21	Sargent			
22	Sargent & Greenleaf			
23	Schlage			
24	Schlage Electronics			
25	Securiton			
26	Traka			
27	Von Duprin			
28	Yale			

*Excluding Parts & Electronics

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Vendor's Roles and Responsibilities

1. Answering clients' inquiries by phone or by email within two working days;
2. Helping/assisting clients to navigate through the various MSRPs in order to obtain the product(s) needed as well as confirming part numbers, pricing and discounts;
3. Providing detailed quotes referencing the standing offers pricing (MSRP - % discounts) and ensuring that the quotes are 100% accurate to the listing prices and discounts in the standing offer;
4. Ensuring that only items listed in the standing offer are sold;

Buyer ID - ID de l'acheteur
HN460
N° CCC / CCC No./ N° VME - FMS

Reporting period / période couverte: _____ to _____

Total funds spent to date

Total des fonds dépensés à ce jour (\$):

[illegible]

Solicitation No.- N° de l'invitation
E60HN-17SECH/B
Client Ref. No. - N° de réf. du client
E60HN-17SECH

Amd. No. - N° de la modif
File No. - N° du dossier
HN460. E60HN-17SECH

Buyer ID - ID de l'acheteur
HN460
N° CCC / CCC No./ N° VME - FMS

Annex "C" - MFGR authorization letter

Department of Public Services and Procurement Canada
Electrical and Electronics Products Division – HN
Place du Portage Phase III, 7B3
11 Laurier St. Gatineau, Quebec
K1A 0S5

Date:

Attention: Benoit Guertin

Reference: E60HN-17SECH

This letter certifies that Offerors Company Name is an authorized dealer of Manufacturers Company Name products and is approved to supply the Government of Canada with Security Hardware products, under MSRP list "List number" through the standing offer E60HN-17SECH.

The offeror named above is authorized to sell, deliver and provide post-sales service support for the manufacturer named above.

Best Regards,
[Signature]

Name of Authorized OEM Representative:	
Title:	
Phone number:	
E-mail address:	