
RFSA SUMMARY

This Request for Supply Arrangement (RFSA) presents two (2) streams (Electrical and Electronic products) to which a supplier may submit an offer to either one, or both. For each applicable stream, the supplier must identify which delivery region(s) are offered.

A supplier designated as an Aboriginal Business may also submit an offer for the stream applicable to the federal government's Procurement Strategy for Aboriginal Business (PSAB) program.

STREAM ONE (1)

ELECTRICAL PRODUCTS

ANNEX A1

For the procurement of various commercial, non-customized, off-the-shelf electrical products (Electrical trades, construction, maintenance, field work, etc). The RFSA covers most of the Federal Supply Class (FSC) N5975 - Electrical Hardware and Supplies, as well as parts of FSC 61 - Electric Wire, and Power and Distribution Equipment and FSC 62 - Lighting Fixtures and Lamps.

This Offer is being submitted for the following Region(s):

Region	Area Description	Insert a checkmark
Atlantic	The provinces of Nova Scotia, New Brunswick, Prince Edward Island, and Newfoundland including Labrador	
Quebec	The province of Quebec with the exception of the NCR	
National Capital Region (NCR)	Bounded on the west by a north-south line running from 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 areas)	
Ontario	The province of Ontario with the exception of the NCR	
Western	The provinces of Alberta, Saskatchewan and Manitoba	
Pacific	The province of British Columbia	
Yukon	Yukon	
Northwest Territories	Northwest Territories	
Nunavut	Nunavut	

STREAM TWO (2)**ELECTRONIC PRODUCTS****ANNEX A2**

For the procurement of various commercial, non-customized, off-the-shelf electronic products, parts, components, tools, test instruments, radio frequency and microwave components as identified in one or more of the product categories listed in Annex A2. These products are generally included in FSC 59, excluding N5975, and are also included in FSC's 60 and 66.

This Offer is being submitted for the following Region(s):

Region	Area Description	Insert a checkmark
Atlantic	The provinces of Nova Scotia, New Brunswick, Prince Edward Island, and Newfoundland including Labrador	
Quebec	The province of Quebec with the exception of the NCR	
National Capital Region (NCR)	Bounded on the west by a north-south line running from 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 areas)	
Ontario	The province of Ontario with the exception of the NCR	
Western	The provinces of Alberta, Saskatchewan and Manitoba	
Pacific	The province of British Columbia	
Yukon	Yukon	
Northwest Territories	Northwest Territories	
Nunavut	Nunavut	

Federal Government's Procurement Strategy for Aboriginal Business (PSAB):

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

This Offer is being submitted for the following stream(s):

- Procurement Strategy for Aboriginal Business (PSAB)
(Supplier must have a valid Aboriginal Business Certification)

and/or

- Non-PSAB (General Supplier)

Note: If you select PSAB only, you are still by default included in the Non-PSAB category.

Comprehensive Land Claims Agreements (CLCA):

Deliveries in CLCA areas will be possible for supply arrangements covering these areas.

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus 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 and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information 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.

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 Chapter 9, Article 9.40 of the Supply Manual at <https://buyandsell.gc.ca/policy-and-guidelines/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 Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

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 1802 of the AIT, AIT does not apply to this procurement.

There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 - Certifications, Part 6A –Supply Arrangement, and Part 6B - Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity - Certification.

2. Summary

This RFSA E60HN-16ELEC/B is being issued in order to ensure the procurement, based on requirements, of electrical and electronic products.

Stream One (1) Electrical Products Annex A1
For the procurement of various commercial, non-customized, off-the-shelf electrical products, parts and components for the purposes of electrical trades, construction, maintenance, field work, etc. The RFSA covers most of Goods and Services Identification Number (GSIN) N5975 - Electrical Hardware and Supplies, parts of Federal Supply Class (FSC) 61 - Electric Wire, and Power and Distribution Equipment and 62 - Lighting Fixtures and Lamps as detailed in Annexes attached herein.

Stream Two (2) Electronic Products Annex A2
For the procurement of various commercial, non-customized, off-the-shelf electronic products, parts, components, tools, test instruments, radio frequency and microwave components. These products are generally included in FSC 59, excluding N5975, and are also included in FSC's 60 and 66.

2.1 Term of Supply Arrangement (SA)

The period for awarding contracts under the Supply Arrangement will be for an initial period of two (2) years. 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.

2.2 On-going Opportunity for Qualification

Upon completion of solicitation E60HN-16ELEC/B, a version /C will be published on the Government of Canada Tender site (Buyandsell.gc.ca) to allow new suppliers to become qualified. Suppliers who have been issued a supply arrangement under version /B will not be required to submit a new offer in version /C. Any Supply Arrangement issued under the re-published version /C will have the same duration as the Supply Arrangements issued under the first /B solicitation process.

2.3 Federal Government's Procurement Strategy for Aboriginal Business (PSAB)

Requirements designated by client departments as set aside under PSAB will be restricted to SA Holders having qualified as Aboriginal businesses under the terms and conditions of this RFSA.

2.4 Comprehensive Land Claims Agreements (CLCA)

Deliveries in CLCA areas will be possible for purchases against the issued supply arrangements.

3. Security Requirement

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

4. 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 Manual* <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual> issued by Public Works and Government Services Canada.

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 (2017-04-27) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 of 2008, Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: 60 days
Insert: 120 days

2. Submission of Arrangements

Offers must be submitted **ONLY TO THE BID RECEIVING UNIT** by the date, time and place indicated on page 1 of the solicitation. 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

Due to the nature of the RFSA, transmission of offers by facsimile will not be accepted.

3. Enquiries - Request for Supply Arrangements

All enquiries should be submitted in writing to the Supply Arrangement Authority. 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 separate sections as follows:

- Section 1: Technical Arrangement (1 hard copy and 1 soft copy on CD/DVD or USB media)
Section 2: Certifications, additional information and proof of Aboriginal Supplier status if applicable (1 hard copy and 1 soft copy on CD/DVD or USB media)

SECTION 1: Technical Arrangement

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

- a) In its technical arrangement, the supplier must demonstrate that it understands all requirements of the Request for Supply Arrangement.
- b) 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.
- c) Include a copy of this RFSA document, completed as required, signed and dated by the Offeror.
- d) Include completed Annexes A1 for Stream 1, Electrical Product Categories, and/or A2 for Stream 2, Electronic Product Categories as applicable.

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 should:

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

SECTION 2: Certifications, additional information and proof of Aboriginal Supplier status if applicable

Required Certifications:

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

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1.1 Additional Information:

Procurement Business Number (PBN) (Canadian suppliers)
<https://buyandsell.gc.ca/for-businesses/register-as-a-supplier>

The Procurement Business Number of the supplier is: _____

1.2 Supplier Contacts:

For each region being offered, the supplier must provide a single point of contact authorized to receive requests from Identified Users:

General product information and Receipt of call-up requests from client departments

Atlantic (NS, NB, PE, NL, Labrador)	
	Name:
	Tel.:
	Fax:
	E-Mail:
Quebec (excluding the NCR)	
	Name:
	Tel.:
	Fax:
	E-Mail:
National Capital Region (NCR)	
	Name:
	Tel.:
	Fax:
	E-Mail:

Ontario (excluding the NCR)	
	Name:
	Tel.:
	Fax:
	E-Mail:
Western (MB, SK, AB)	
	Name:
	Tel.:
	Fax:
	E-Mail:
Pacific (BC)	
	Name:
	Tel.:
	Fax:
	E-Mail:
Yukon (YT)	
	Name:
	Tel.:
	Fax:
	E-Mail:
Northwest Territories (NT)	
	Name:
	Tel.:
	Fax:
	E-Mail:

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Nunavut (NU)	
	Name:
	Tel.:
	Fax:
	E-Mail:

Person responsible for submitting quarterly reports to the Supply Arrangement Authority
(FOR ALL REGIONS):

	Name:
	Tel.:
	Fax:
	E-Mail:

Should this contact person change on a permanent basis during the life of the SA, it is the supplier's responsibility to advise the Supply Arrangement Authority.

1.3 Controlled Goods Program (CGP) - if applicable:

Will the supplier offer 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>)

1.4 Electronic Payment Instruments

Canada requests that offerors complete the following:

- Electronic Payment Instruments will be accepted for orders and/or payments.

The following Electronic Payment Instrument(s) are accepted:

- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Government of Canada Acquisition Cards (credit cards)
- payment up to \$10,000, or
- payment and orders up to \$10,000.

The following credit card(s) are accepted:

- VISA
- MasterCard

- Electronic Payment Instruments will not be accepted for orders or payment of invoices.

The offeror is not obligated to accept orders or payments by Electronic Payment Instruments.

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

Mandatory Requirements

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

- a) The supplier is not obligated to submit an offer to both streams and all regions, but the supplier must clearly identify which stream(s) and region(s) is (are) being offered.
- b) For each offered stream and region, suppliers must supply products covering at least 70% of the categories identified at Annex A1 and/or A2.
- c) Submit a completed Annex A1 and/or A2 as required.
- d) Submit an electronic version of Annex A1 and/or A2, using Microsoft Excel only, in the format as detailed below at the List of Manufacturers' section.
- e) Submit a hard copy of the same list(s) produced to satisfy criteria c) above.
- f) Environmental Attributes: As part of the Federal Government's commitment to environmentally responsible procurement, Public Works and Government Services Canada encourages the private sector to develop and implement environmentally responsible initiatives in manufacturing processes, products, business management systems and packaging. Suppliers are requested to submit completed Annex B herein. This is in support of the required "General Environmental Criteria Certification" at Part 5(5.2.3).
- g) Must have completed all required sections of the RFSA, provided all requested information and accepted all established terms and conditions.

List of Manufacturers:

For each product category and sub-category that is presented at Annexes A1 and A2, to which there is intent to supply, the supplier must provide a list of the manufacturers (OEMs) that it will represent. This list will be submitted electronically in an MS Excel version. A hard copy of this list must also be included with the offer.

The supplier must certify that it is an authorized distributor or agent of the manufacturers listed, as per Part 5, Certifications.

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.

Example of a completed list:

1.	WIRES, CORDS & CABLES
1.1	Building Wire & Cable
	ABC Tools Inc.
	CDE Products Inc.
	Etc...
1.2	Portable Cords & Cable
	ABC Tools Inc.
	Etc...
1.3	Bare & Weatherproof Wire
	CDE Products Inc.
	Etc...
2.	CONDUIT & RACEWAYS
2.1	Imc (Intermediate Metal Conduit)
	ABC Tools Inc.
	CDE Products Inc.
	Etc...
2.2	Heavy Wall Conduit
	ABC Tools Inc.
	Etc...

2. Conditions Precedent to Issuance of a Supply Arrangement

Compliance to Part 5 - Certifications.

3. Basis of Selection

An Arrangement will be issued to suppliers who have qualified under this Request for Supply Arrangement.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Suppliers must provide the required certifications and additional information to be issued a supply arrangement (SA).

The certifications provided by Suppliers to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an arrangement non-responsive, or will declare a contractor in default if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

The Supply Arrangement Authority will have the right to ask for additional information to verify the Supplier's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Supply Arrangement Authority will render the arrangement non-responsive, or constitute a default under the Contract.

1. Certifications required with the submitted Offer

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

1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Supplier must provide with its arrangement the required documentation, as applicable, to be given further consideration in the procurement process.

1.2 Distributorship Certification (For any 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 Annexes A1 and/or A2 attached, for the region(s) being offered.

Supplier's Representative 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.

2. Certifications Precedent to the Issuance of a Supply Arrangement

The certifications and additional information listed below should be submitted with the arrangement, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Supply Arrangement Authority will inform the Supplier 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 arrangement non-responsive.

2.1 Integrity Provisions – Required Documentation

In accordance with 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 Supplier must provide the required documentation, if applicable, to be given further consideration in the procurement process.

2.2 Federal Contractors Program for Employment Equity – Supply Arrangement Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's website](#) (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

Canada will have the right to declare an offer non-responsive, or to set-aside a supply arrangement, if the Offeror, or any member of the Offeror if the Offeror is a joint venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Supply Arrangement or during the period of the Supply Arrangement.

Canada will also have the right to terminate the contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Offeror must provide the Supply Arrangement Authority with a completed annex [Federal Contractors Program for Employment Equity – Certification](#), before the issuance of a supply arrangement. If the Offeror is a Joint Venture, the Offeror must provide the Supply Arrangement Authority with a completed annex [Federal Contractors Program for Employment Equity – Certification](#), for each member of the Joint Venture.

2.3 General Environmental Criteria Certification

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

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

Supplier's Representative Signature

Date

or

- B) The supplier certifies that the supplier 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 supplier must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the supplier's 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	

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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.	

Supplier's Representative Signature

Date

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2.4 Periodic Usage Reports - Supply Arrangement

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

The Supplier must provide this data in accordance with the reporting requirements detailed in the Supply Arrangement. 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 Supply Arrangement 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 Supply Arrangement 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 Supply Arrangement and the application of a vendor performance corrective measure.

Company Name

Supplier's Representative Signature

Date

3. Set-aside for Aboriginal Business (FOR PSAB STREAM ONLY)

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 Supplier:
 - i. certifies that it meets, and will continue to meet throughout the duration of the Arrangement, the requirements described in the above-mentioned annex.
 - ii. agrees that any subcontractor it engages under the Arrangement 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 Supplier must check one applicable box below:
() The Supplier is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
() The Supplier 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 Supplier must check one applicable box below:
() The Aboriginal business has fewer than six full-time employees.
() The Aboriginal business has six or more full-time employees.
5. The Supplier must, upon request by Canada, provide all information and evidence supporting this certification. The Supplier 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 Supplier must provide all reasonably required facilities for any audits.
6. By submitting an arrangement, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.

3.1 Owner/Employee Certification - Set-aside for Aboriginal Business (FOR PSAB STREAM ONLY)

If requested by the Supply Arrangement 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

Signature of owner
and/or employee

Date

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

SUPPLY ARRANGEMENT SUMMARY

(This summary to be completed at issuance of SA)

This SA is valid for the following Stream(s) and Region(s):

STREAM ONE (1) ELECTRICAL PRODUCTS ANNEX A1	STREAM TWO (2) ELECTRONIC PRODUCTS ANNEX A2
Atlantic	Atlantic
Quebec	Quebec
National Capital Region (NCR)	National Capital Region (NCR)
Ontario	Ontario
Western	Western
Pacific	Pacific
Yukon	Yukon
Northwest Territories	Northwest Territories
Nunavut	Nunavut

Federal Government's Procurement Strategy for Aboriginal Business (PSAB)
This SA is valid for purchases under the terms of the PSAB.
(To be removed if not applicable at issuance of supply arrangement)

Comprehensive Land Claims Agreements (CLCA)
The Supply Arrangement (SA) is for the delivery of the requirement detailed in the SA to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

For requirements where the estimated price does not exceed \$5,000, all-inclusive (taxes included):

- Bid solicitations may be directed by the Identified User (IU) to any one (1) or more of the Supply Arrangement holders authorized for the region of delivery.
- Equivalent products should always be considered unless a justifiable technical reason prevents it (i.e. compatibility, interconnectivity, etc.).
- Use Annex __, Solicitation Template with forms 9400-3 and 9400-4.
- User may combine a requirement for both streams (Electrical and Electronic) into one.

For requirements where the estimated price is between \$5,000 and \$25,000, all-inclusive (taxes included):

- Bid solicitations are to be issued by the Identified User (IU) to at least three (3) Supply Arrangement holders authorized for the region of delivery.
- Equivalent products should always be considered unless a justifiable technical reason prevents it (i.e. compatibility, interconnectivity, etc.).
- Use Annex __, Solicitation Template with forms 9400-3 and 9400-4.
- User may combine a requirement for both streams (Electrical and Electronic).

For requirements where the estimated price is between \$25,000 and \$100,000, all-inclusive (taxes included):

- Bid solicitations are to be issued by the Identified User (IU) to all Supply Arrangement Holders authorized for the region of delivery.
 - The IU is required to post an NPP (Notice of Proposed Procurement) on the Government Tender Site for a period of no less than 15 calendar days.
 - Equivalent products must be considered.
 - Use Annex ___, Solicitation Template with forms 9400-3 and 9400-4.
 - User may not combine a requirement for both streams (Electrical and Electronic).
-

Requirements Set-Aside for Aboriginal Business (PSAB)
(To be removed if not applicable at issuance of supply arrangement)

For requirements where the estimated price does not exceed \$5,000, all-inclusive (taxes included):

- Bid solicitations may be directed by the Identified User (IU) to any one (1) or more of the Supply Arrangement holders authorized for the region of delivery.
- Equivalent products should always be considered unless a justifiable technical reason prevents it (i.e. compatibility, interconnectivity, etc.).
- Use Annex ___, Solicitation Template with forms 9400-3 and 9400-4.
- User may combine a requirement for both streams (Electrical and Electronic) into one.

For requirements where the estimated price is between \$5,000 and \$100,000, all-inclusive (taxes included):

- This competitive process can only be done if there is more than one (1) supply arrangement holder authorized for requirements set-aside for Aboriginal Business.
 - Bid solicitations are to be issued by the Identified User (IU) to all Aboriginal Supply Arrangement holders in the region of delivery.
 - Equivalent products should always be considered unless a justifiable technical reason prevents it (i.e. compatibility, interconnectivity, etc.).
 - Use Annex ___, Solicitation Template with forms 9400-3 and 9400-4.
 - User may combine a requirement for both streams (Electrical and Electronic).
-

NOTICE TO SUPPLY ARRANGEMENT (SA) HOLDER (SUPPLIER):

ONLY the product categories and manufacturers identified at Annexes A1 and/or A2 are authorized for offering to the Identified Users under this Supply Arrangement.

If a change is required to the list of manufacturers (Annexes A1/A2), or to the supplier's points of contact, it is the supplier's responsibility to advise the Supply Arrangement Authority.

NOTICE TO GOVERNMENT USERS:

ONLY the product categories and manufacturers identified at Annexes A1 and/or A2 are authorized for purchases.

(This summary to be completed at issuance of SA)

A. SUPPLY ARRANGEMENT

1. Arrangement

STREAM ONE (1) ELECTRICAL PRODUCTS ANNEX A1
For the procurement of various commercial, non-customized, off-the-shelf electrical products, parts and components for the purposes of electrical trades, construction, maintenance, field work, etc. The RFSA covers most of Goods and Services Identification Number (GSIN) N5975 - Electrical Hardware and Supplies, parts of Federal Supply Class (FSC) 61 - Electric Wire, and Power and Distribution Equipment and 62 - Lighting Fixtures and Lamps.

STREAM TWO (2) ELECTRONIC PRODUCTS ANNEX A2
For the procurement of various commercial, non-customized, off-the-shelf electronic products, parts, components, tools, test instruments, radio frequency and microwave components as identified in one or more of the product categories listed in Annex A2. These products are generally included in FSC 59, excluding N5975, and are also included in FSC's 60 and 66.

2. 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.

The Supply Arrangement Authority reserves the right to modify Article 2, Identified Users, to include other jurisdictional governments (provincial, municipal, territorial, etc.) if it becomes required.

3. Geographic Region Definitions

Region	Area Description
Atlantic	The provinces of Nova Scotia, New Brunswick, Prince Edward Island, and Newfoundland including Labrador
Quebec	The province of Quebec with the exception of the NCR
National Capital Region (NCR)	Bounded on the west by a north-south line running from 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 areas)
Ontario	The province of Ontario with the exception of the NCR
Western	The provinces of Alberta, Saskatchewan and Manitoba
Pacific	The province of British Columbia
Yukon	Yukon
Northwest Territories	Northwest Territories
Nunavut	Nunavut

4. 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>)

4.1 General Conditions

2020 (2017-09-21) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

5. Comprehensive Land Claims Agreements (CLCA)

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

6 Federal Government's Procurement Strategy for Aboriginal Business (PSAB)

(To be removed if not applicable at issuance of supply arrangement)

This Supply Arrangement is eligible for set asides under PSAB. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see Chapter 9, Article 9.40 of the Supply Manual at <https://buyandsell.gc.ca/policy-and-guidelines/supply-manual>.

6.1 Aboriginal Business Certification (A3000C)

(To be removed if not applicable at issuance of supply arrangement)

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the Supply Manual.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

7. Periodic Usage Reports - Supply Arrangement

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

The Supplier must provide this data in accordance with the reporting requirements detailed in the Supply Arrangement. 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 Supply Arrangement 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 Supply Arrangement Authority no later than 30 calendar days after the end of the reporting period.

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.

8. Term of Supply Arrangement

8.1 Period of the Supply Arrangement

The initial 2-year period for awarding contracts under the Supply Arrangement is from ___date_ to ___date_ inclusively.

8.2 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.

Extension Year One (1): ___date_ to ___date_ inclusively;
Extension Year Two (2): ___date_ to ___date_ inclusively;
Extension Year Three (3): ___date_ to ___date_ inclusively.

9. Authorities

9.1 Supply Arrangement Authority

Steve Dumaresq
Public Services and Procurement Canada (PSPC)
(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 : 819-420-0341
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.

9.2 Supplier's Representatives (to be completed at issuance of SA)

1. General product information and Receipt of call-up requests from client departments

Region	Designated point of contact for electrical and electronic products	
Atlantic (NS, NB, PEI, NL and Labrador)	Name:	
	Tel.:	
	Fax:	
	E-Mail:	

Solicitation No. - N° de l'invitation
E60HN-16ELEC/B
Client Ref. No. - N° de réf. du client
E60HN-16ELEC/B

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

Buyer ID - Id de l'acheteur
hn329
CCC No./N° CCC - FMS No./N° VME

Quebec (excluding the NCR)	Name:	
	Tel.:	
	Fax:	
	E-Mail:	
National Capital Region (NCR)	Name:	
	Tel.:	
	Fax:	
	E-Mail:	
Ontario (excluding the NCR)	Name:	
	Tel.:	
	Fax:	
	E-Mail:	
Western (Manitoba, Saskatchewan and Alberta)	Name:	
	Tel.:	
	Fax:	
	E-Mail:	
Pacific (British Columbia)	Name:	
	Tel.:	
	Fax:	
	E-Mail:	
Yukon	Name:	
	Tel.:	
	Fax:	
	E-Mail:	
Northwest Territories	Name:	
	Tel.:	
	Fax:	
	E-Mail:	
Nunavut	Name:	
	Tel.:	
	Fax:	
	E-Mail:	

2. Person responsible for submitting quarterly reports to the Supply Arrangement Authority:
(FOR ALL REGIONS)

Name:	
Tel.:	
Fax:	
E-Mail:	

Should a change be required to the list of contacts during the period of SA, it is the supplier's responsibility to advise the Supply Arrangement Authority.

10. Contract Instruments

Form PWGSC-TPSGC 9400-4, Contract; and/or
Government of Canada Acquisition Card (credit card).

10.1 Orders using the Government of Canada Acquisition Card
(To be removed if not applicable at issuance of supply arrangement)

When using a credit card to make the order, Identified User(s) must provide the following information to the vendor prior to confirmation of order:

- a) The Supply Arrangement number, to confirm the purchase is in accordance to terms and conditions;
- b) Identified User's file number (i.e. contract number) assigned to the purchase;
- c) Vendor's quotation number.

10.2 Numbering of contracts paid for by Acquisition Cards
(To be removed if not applicable at issuance of supply arrangement)

For audit purposes, Identified Users are to number contracts paid for by credit cards according to a unique and sequential numbering system. The following format is suggested (XXXX-YYMMDD-SS). XXXX represents the four last digits of the credit card number; YYMMDD represents the date of the order and; SS represents a sequential number for orders placed the same day.

11. Contract Limit

Contract limits under this Supply Arrangement must not exceed \$100,000 (all inclusive, taxes included) for product categories listed in Annexes A1 and/or A2. This limit includes the Goods and Services or Harmonized Sales Tax and delivery charges.

12. 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 (2017-09-21), General Conditions - Supply Arrangement - Goods or Services
- (c) Annexes A1 (Stream 1, Electrical) and/or A2 (Stream 2, Electronic);
- (d) the Supplier's arrangement dated ___date___.

13. Certifications - 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.

14. Applicable Laws

The Supply Arrangement and any contract resulting from the Supply Arrangement must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario (*or insert the name of the province or territory as specified by the supplier in its offer, if applicable*).

15. Supplier's Responsibility

- a) The supplier is responsible for, but not limited to,
- Providing all mandatory quarterly reports, as required, to Public Works and Government Services Canada (PWGSC) within the agreed time frame;
 - Resolving problems that may arise on a timely basis;
 - Selling only products listed in Annexes A1 and/or A2;
 - Complying with all terms and conditions of the SA.

If the above-mentioned requirements are not respected, the supply arrangement may be set aside and the supplier 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 Annexes A1 and/or A2 of the Supply Arrangement.
- 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.

16. Responsibility of Identified Users

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

- Complying with the contract limits mentioned herein;
- 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 license number, if applicable;
- Not apportioning requirements among several contracts 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 that the SA Holder is required to submit to the Supply Arrangement Authority;
- 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 must 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;
- Advising Public Works and Government Services Canada (PWGSC) of any problem with a supplier;
- Conduct a reasonable quality inspection of goods upon receipt, and immediately advise supplier of any damages or perceived damages.

B. BID SOLICITATION

1. Bid Solicitation Documents

Annex __, Solicitation Template;
Form PWGSC-TPSGC 9400-3, Bid Solicitation.

2. Bid Solicitation Process

For requirements where the estimated price does not exceed \$5,000, all-inclusive (taxes included):

- Bid solicitations may be directed by the Identified User (IU) to any one (1) or more of the Supply Arrangement holders authorized for the region of delivery.
- Equivalent products should always be considered unless a justifiable technical reason prevents it (i.e. compatibility, interconnectivity, etc.).
- Use Annex __, Solicitation Template with forms 9400-3 and 9400-4.
- User may combine a requirement for both streams (Electrical and Electronic) into one.

For requirements where the estimated price is between \$5,000 and \$25,000, all-inclusive (taxes included):

- Bid solicitations are to be issued by the Identified User (IU) to at least three (3) Supply Arrangement holders authorized for the region of delivery.
- Equivalent products should always be considered unless a justifiable technical reason prevents it (i.e. compatibility, interconnectivity, etc.).
- Use Annex __, Solicitation Template with forms 9400-3 and 9400-4.
- User may combine a requirement for both streams (Electrical and Electronic).

For requirements where the estimated price is between \$25,000 and \$100,000, all-inclusive (taxes included):

- Bid solicitations are to be issued by the Identified User (IU) to all Supply Arrangement Holders authorized for the region of delivery.
- The IU is required to post an NPP (Notice of Proposed Procurement) on the Government Tender Site for a period of no less than 15 calendar days.
- Equivalent products must be considered.
- Use Annex __, Solicitation Template with forms 9400-3 and 9400-4.
- User may not combine a requirement for both streams (Electrical and Electronic).

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.

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.

3. Standard Instructions

For any solicitation issued in accordance with the bid solicitation process:

- a) Standard Instructions 2003 - Goods or Services - Competitive Requirements, will apply for the competitive solicitations;

or

- b) Standard Instructions 2004 - Goods or Services - Non-competitive Requirements, will apply for any sole source (directed) procurements.

4. Requirements Set-Aside for Aboriginal Business (PSAB) *(To be removed if not applicable at issuance of supply arrangement)*

For requirements where the estimated price does not exceed \$5,000, all-inclusive (taxes included):

- Bid solicitations may be directed by the Identified User (IU) to any one (1) or more of the Supply Arrangement holders authorized for the region of delivery.
- Equivalent products should always be considered unless a justifiable technical reason prevents it (i.e. compatibility, interconnectivity, etc.).
- Use Annex __, Solicitation Template with forms 9400-3 and 9400-4.
- User may combine a requirement for both streams (Electrical and Electronic) into one.

For requirements where the estimated price is between \$5,000 and \$100,000, all-inclusive (taxes included):

- This competitive process can only be done if there is more than one (1) supply arrangement holder authorized for requirements set-aside for Aboriginal Business.
- Bid solicitations are to be issued by the Identified User (IU) to all Supply Arrangement holders in the region of delivery.
- Equivalent products should always be considered unless a justifiable technical reason prevents it (i.e. compatibility, interconnectivity, etc.).
- Use Annex __, Solicitation Template with forms 9400-3 and 9400-4.
- User may combine a requirement for both streams (Electrical and Electronic).

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.

1. Standard Clauses and Conditions

For requirements under \$ 25,000:

General Conditions 2029 - Goods or Services (Low Dollar Value) apply to and form part of any Contract.

For requirements over \$ 25,000:

General Conditions 2010A – Goods (Medium Complexity) apply to and form part of any Contract.

1.1 SACC Manual Clauses

SACC Reference	Section
B1501C	Electrical Equipment
B7500C	Excess Goods
G1005C	Insurance

2. Payment

All-inclusive firm prices in Canadian dollars, DDP (destination). Freight/Shipping charges to destination included. Applicable taxes extra.

2.1 Electronic Payment of Invoices

(To be removed if not applicable at issuance of supply arrangement)

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;
- e. Large value transfer system (over CAN\$25M).