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REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Scientific, Medical and Photographic Division / Division de
l'équipement scientifique, des produits photographiques et
pharmaceutiques

L'Esplanade Laurier

140 O'Connor Street,

East Tower, 7th Floor

Ottawa

Ontario

K1A 0S5

Title - Sujet Lab Sci Equipment	
Solicitation No. - N° de l'invitation E60PV-19EQUI/B	Date 2019-07-05
Client Reference No. - N° de référence du client E60PV-19EQUI	
GETS Reference No. - N° de référence de SEAG PW-\$\$PV-958-77438	
File No. - N° de dossier pv958.E60PV-19EQUI	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-09-04	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Beaulne, Sylvianne	Buyer Id - Id de l'acheteur pv958
Telephone No. - N° de téléphone (343) 550-1739 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA L'esplanade Laurier 140 O'Connor, East Tower, 7th Floor ottawa Ontario K1A0R5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides Suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement 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.

The Annexes include the Requirement, the Product & Discount Template Instructions, the Example of the Low Dollar Value Bid Solicitation and Resulting Contract Template, the Example of the Medium Complexity Bid Solicitation and resulting Contract Template, the List of Director, the Part 3 of the RFSA, the Supplier Contact Information Template and the Product & Discount Template.

1.2 Summary

1.2.1 Canada has a requirement to establish a Supply Arrangement for Laboratory and Scientific Equipment, Supplies, Part and Accessories and Services on an "as and when" required basis for the Government of Canada departments identified in Schedule I, I.1, II and III of the *Financial Administration Act*.

Supply Arrangements are non-binding agreements between Public Works and Government Services Canada (PWGSC) and suppliers to provide a range of product or services on an as-and-when-requested basis. The Suppliers that are issued a Supply Arrangement will form a list of qualified Suppliers from which the Government of Canada can solicit bids based on the specific requirements of the Government of Canada. Supply Arrangements include a set of predetermined terms and conditions that will apply to any subsequent Contract.

Receipt of a Supply Arrangement does NOT automatically mean that a Supplier will receive subsequent contracts. Contracts will be awarded to firms in accordance with the procedures defined in Stage 2 – under 6.2 Bid Solicitation Process. No supplier shall undertake any of the specified Work unless and until a Contract is awarded by the Identified User.

A list of over 700 UNSPSC sub-categories is included in the Request for Supply Arrangement. As part of the Request for Supply Arrangement, Suppliers may choose to bid on any or all UNSPSC categories for the following:

- Laboratory Supplies
- Laboratory and Scientific Equipment
- Laboratory and Scientific parts and accessories related to the Equipment

Suppliers will be requested to identify which sub-categories they can provide those products. Only the products under those categories will be authorized under the Resulting Supply Arrangement.

The products authorized under the Supply Arrangement, are commercially available, off-the-shelf supplies, laboratory and scientific equipment, part and accessories and services.

The Supply Arrangement will be for a period of 2 years with an additional three (3) one (1) year option periods.

1.2.2 Trades Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

1.2.3 Comprehensive Land Claims Agreements

The Request for Supply Arrangements (RFSA) is to establish supply arrangements for the delivery of the requirement detailed in the RFSA to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting supply arrangements.

1.2.4 Epost

This RFSA allows suppliers to use the epost Connect service provided by Canada Post Corporation to transmit their arrangement electronically. Suppliers must refer to Part 2 of the RFSA entitled Supplier Instructions and Part 3 of the RFSA entitled Arrangement Preparation Instructions for further information on using this method.

1.2.5 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

1.3 Debriefings

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.

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1.4 Use of an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Supply Arrangement that is issued under this solicitation, refer to 6.12 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

PART 2 - SUPPLIER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangement (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) (<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 (2019-03-04) Standard Instructions - Request for Supply Arrangement - Goods or Services, are incorporated by reference into and form part of the RFSA.

The 2008 standard instructions is amended as follows:

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

Delete: 60 days
Insert: 180 days

2.2 Submission of Arrangements

Arrangements must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated below:

Arrangements must be submitted by 2:00 pm Eastern Daylight Time on September 4, 2019 to:

Bid Receiving
Department of Public Works and Government Services
Bid Receiving Unit
Portage III, 0B2
11 Laurier Street
Gatineau, Quebec
For couriers: J8X 4A6 For regular mail: K1A 0S5

Note: For suppliers choosing to submit using epost Connect for arrangements closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Arrangements will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2008, or to send arrangements through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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

2.3 Former Public Servant - Notification

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, [Contracting Policy Notice 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

2.4 Federal Contractors Program for Employment Equity - Notification

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada (ESDC) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

2.5 Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than 15 calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

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

2.6 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

3.1 Arrangement Preparation Instructions

- If the Supplier chooses to submit its arrangement electronically, Canada requests that the Supplier submits its arrangement in accordance with section 08 of the 2008 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The arrangement must be gathered per section and separated as follows:

Section I: Technical Arrangement
Section II: Financial Arrangement
Section III: Certifications

- If the Supplier chooses to submit its arrangement in hard copies, Canada requests that the Supplier submits its arrangement in separately bound sections as follows:

Section I: Technical Arrangement (1 soft copy on USB Key)

Section II: Financial Arrangement (1 soft copy on USB Key)

Section III: Certifications (1 soft copy on USB Key)

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

- If the Supplier is simultaneously providing copies of its arrangement using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Due to the nature of the RFSA, arrangements transmitted by facsimile will not be accepted.

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

Canada requests that suppliers follow the format instructions described below in the preparation of hard copy of their arrangement:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSA.

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

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Section I: Technical Arrangement

In the technical arrangement, Suppliers should explain and demonstrate how they meet the technical evaluation criteria.

Section II: Financial Arrangement

Suppliers must submit the financial arrangement in accordance with the Annex B – Product & Discount Template Instructions and Annex G – Attachment under the Product & Discount Template.

3.1.1 Electronic Payment of Invoices

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex F, Electronic Payment Instruments, to identify which ones are accepted.

If Annex F, 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.

Section III: Certifications

Suppliers must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the arrangements.
- (c) Canada will use the Phased Bid Compliance Process described below.

4.1.1 Phased Bid Compliance Process

4.1.1.1 (2018-07-19) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Suppliers are and will remain solely responsible for the accuracy, consistency and completeness of their Arrangements and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Arrangements or in responses by a Supplier to any communication from Canada.

THE SUPPLIER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE ARRANGEMENT IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM AN ARRANGEMENT TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE SUPPLIER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS ARRANGEMENT RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS ARRANGEMENT NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Supplier and consider as part of the Arrangement, any information to correct errors or deficiencies in the Arrangement that are clerical or administrative, such as, without limitation, failure to sign the Arrangement or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Supplier has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the Request for Supply Arrangement closing in circumstances where the Request for Supply Arrangement expressly provides for this right. The Supplier will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Arrangement being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2018-05-22) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the Request for Supply Arrangement period or after Request for Supply Arrangement closing in circumstances where the Request for Supply Arrangement expressly provides for this right, or in the circumstances described in subsection (c).

- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Supplier must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Supplier at any address provided by the Supplier in or pursuant to the Arrangement is deemed received by the Supplier on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 (2018-03-13) Phase I: Financial Arrangement

- (a) After the closing date and time of this Request for Supply Arrangement, Canada will examine the Arrangement to determine whether it includes a Financial Arrangement and whether any Financial Arrangement includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the arrangement solicitation to be included in the Financial Arrangement is missing from the Financial Arrangement. This review will not assess whether the Financial Arrangement meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Arrangement or that the Financial Arrangement is missing all of the information required by the arrangement solicitation to be included in the Financial Arrangement, then the Arrangement will be considered non-responsive and will be given no further consideration.
- (d) For Arrangements other than those described in c), Canada will send a written notice to the Supplier ("Notice") identifying where the Financial Arrangement is missing information. A Supplier, whose Financial Arrangement has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Suppliers shall not be entitled to submit any additional information in respect of their Financial Arrangement.
- (e) The Suppliers who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Supplier will be entitled to remedy only that part of its Financial Arrangement which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Arrangement, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Arrangement, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Supplier and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

- (g) Any other changes to the Financial Arrangement submitted by the Supplier will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Supplier's Arrangement. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Arrangement as is permitted above, and will be used for the remainder of the Arrangement evaluation process.
- (h) Canada will determine whether the Financial Arrangement is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Supplier in accordance with this Section. If the Financial Arrangement is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Arrangement shall be considered non-responsive and will receive no further consideration.
- (i) Only Arrangements found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 (2018-03-13) Phase II: Technical Arrangement

- (a) Canada's review at Phase II will be limited to a review of the Technical Arrangement to identify any instances where the Supplier has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Arrangement meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the Request for Supply Arrangement as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Supplier (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Arrangement has failed to meet. A Supplier whose Arrangement has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Arrangement has been found responsive to the requirements reviewed at Phase II. Such Supplier shall not be entitled to submit any response to the CAR.
- (c) A Supplier shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Supplier's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Supplier which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Arrangement, the Supplier shall identify such additional changes, provided that its response must not include any change to the Financial Arrangement.

- (e) The Supplier's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Arrangement, the wording of the proposed change to that section, and the wording and location in the Arrangement of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Supplier must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Supplier's Arrangement, and failure of the Supplier to do so in accordance with this subparagraph is at the Supplier's own risk. All submitted information must comply with the requirements of this Request for Supply Arrangement.
- (f) Any changes to the arrangement submitted by the Supplier other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Arrangement as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Arrangement, but will be considered by Canada in the evaluation of the Arrangement at Phase II only for the purpose of determining whether the Arrangement meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Arrangement would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Supplier in response to the CAR. If so, the Arrangement will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Supplier shall bind the Supplier as part of its Arrangement, but the Supplier's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Arrangement.
- (h) Canada will determine whether the Arrangement is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Supplier in accordance with this Section. If the Arrangement is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Arrangement shall be considered non-responsive and will receive no further consideration.
- (i) Only Arrangements found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Arrangement

- (a) In Phase III, Canada will complete the evaluation of all Arrangements found responsive to the requirements reviewed at Phase II. Arrangements will be assessed in accordance with the entire requirement of the arrangement solicitation including the technical and financial evaluation criteria.
- (b) An Arrangement is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.2 Mandatory Technical Criteria

The Phased Bid Compliance Process will apply all mandatory technical criteria. The Supplier is asked to organize its response according to the numbering sequence provided herein.

Suppliers MUST meet all the mandatory requirements of the RFSA. No further consideration will be given to Suppliers not meeting all the mandatory criteria.

Mandatory Requirement 1 (M1): Product & Discount Template

The Supplier must complete and submit with their arrangement the Annex G – Attachment under the Product & Discount Template. Instructions on how to fill out the Annex G – Attachment under the Product & Discount Template can be found in Annex B – Product and Discount Template Instructions. Only line items that have information submitted will be eligible for the Phase Bid Compliance Process. Line items with no information submitted will be excluded from the Phase Bid Compliance Process.

The following information must be completed in Annex G – Attachment under the Product & Discount Template:

M1.A Categories Offering

The Supplier must identify the sub-categories of equipment or products that it is authorized to sell in Canada. This list will be used to identify which suppliers will be invited in future solicitation resulting from the Supply Arrangement for specific type of equipment or products.

M1.B List of Manufacturer

The Supplier must list the manufacturers for which it is authorized to sell their products along with the categories of equipment or products.

A letter may be requested during the duration of the Supply Arrangement to confirm that the Supplier is still a designated distributors for the manufacturer.

M1.C Discount

The Supplier must indicate the minimum percentage discount offer for equipment and products with a value of \$25,000 or less, applicable taxes included. The discount can be either applied by category of equipment or products or by manufacturer for each category. The discount will apply for the entire period of the Supply Arrangement, including the option periods. Additional discounts can be applied at the time of contract, if applicable.

Mandatory Requirement 2 (M2): List of services offered

The supplier must list the type of service they can provide based on the allowable services listed under Annex A – Requirement, 2. Allowable Goods and Services. If for some types of services, the supplier uses a service provider as a sub-contractor to execute the required services, the supplier must name the sub-contractor associated with the type of service.

Mandatory Requirement 3 (M3): Years in business

The Supplier must demonstrate that he has been in business for over three (3) years from the Request for Supply Arrangement closing date. The Supplier must provide a copy of their business account list notification provided by Canada Revenue Agency or the certificate of registration or incorporation.

Mandatory Requirement 4 (M4): Client satisfaction

The Supplier must provide three (3) letters from different client, that demonstrate customer satisfaction for the products/services rendered or received for at least one of the following three (3) aspect: (1) pre and post sales technical support offered, (2) warranty application process or (3) bilingual customer service.

The client satisfaction letters must state:

- One of the three (3) aspect ((1) pre and post sales technical support offered, (2) warranty application process or (3) bilingual customer service);
- The date of the work performed by the supplier (the work referred in the customer letters must have been done in the past three (3) years from the Request for Supply Arrangement closing date);
- The name, title and organization of the client. The letters must be signed by the client for which the products/services were rendered or received.

Mandatory Requirement 5 (M5): Offeror Contact Information

The Supplier must complete the Supplier Contact Information Template included in Annex G – Attachment under the Supplier Contact Information.

The Supplier must identify contact information for Sales for each region, Technical Inquiries, and Delivery Follow-Up. The Supplier must also identify the person responsible for the Administration of any resulting Supply Arrangement and the person who must receive future Request for Proposals (if different from the sale representative per region).

4.3 Rated Technical Criteria

In addition to meeting all of the mandatory evaluation criteria, Suppliers must achieve an overall passing mark of 258 points on a scale of 400 points in the Rated Requirements section of the Technical Evaluation to be considered responsive. Proposals that fail to meet the overall passing mark will not be evaluated further and will be considered to be non-responsive.

Rated Requirement 1 (R1): Customer Service Principles (maximum 200 points)

The Supplier should clearly describe its customer service principles including, pre and post sales technical support offered, warranty application process and bilingual customer service.

200 points: Outstanding - meets the established maximum. The Supplier has provided a detailed response addressing all aspects of their customer service principles including, pre and post sales technical support offered, warranty application process, bilingual customer service.

140 points: Acceptable – meets the established minimum. The Supplier has provided a general response, lacking in detail addressing all aspects of their customer service principles including, pre and post sales technical support offered, warranty application process, bilingual customer service.

80 points: Non Acceptable – criterion addressed but not enough information provided. The Supplier has addressed only 1 or 2 aspect of their customer service principles including pre and post sales technical support offered, warranty application process and bilingual customer service.

0 points: Did not submit information which could be evaluated.

RATED REQUIREMENT 2 (R2): Regions Coverage (maximum 60 points)

The Supplier should specify the regions to which the equipment, parts and accessories and supplies products can be shipped.

Regions are defined as:

- Pacific (British Columbia and Yukon)
- Western (Alberta, Saskatchewan, Manitoba, Northwest Territories, and Nunavut)
- Ontario (Ontario, excluding the National Capital Region)
- Quebec (Quebec, excluding Gatineau [Outaouais])
- Atlantic (New Brunswick, Nova Scotia, Newfoundland and Labrador, and Prince Edward Island)
- National Capital Region (Gatineau [Outaouais] / Ottawa)

Regions that the suppliers can deliver the equipment, parts and accessories and supplies.

Nationally: 60 points

4 regions: 48 points

3 regions: 36 points

2 regions: 24 points

1 regions: 12 points

0 points: Did not submit information which could be evaluated.

RATED REQUIREMENT 3 (R3): Supplier website (maximum 60 points)

Supplier should demonstrate that 5t has a website detailing equipment and product's technical specifications and a description of the client experience available to the client on their website (customization of client account, past history of purchase ...). A link to the website will not be acceptable.

60 points: Outstanding - meets the established maximum. The Supplier has provided a detailed description of the client experience on their website and examples of website pages were included that shows the specifications of the equipment or product.

42 points: Acceptable – meets the established minimum. The Supplier has provided a good description of the client experience on their website and examples of website pages were included that shows the specifications of the equipment of product.

24 points: Non Acceptable – criterion addressed but not enough information provided. The Supplier has either provided a general response lacking in detail or has only provided examples of websites pages.

0 points: Did not submit information which could be evaluated.

RATED REQUIREMENT 4 (R4): Environmental (maximum 80 points)

The Department of Public Works and Government Services Canada (PWGSC) is implementing the federal government's Policy on Green Procurement. The Policy strives to enable the government to procure, operate and dispose of its assets in a manner that protects the environment and supports sustainable development objectives

Products should have a reduced impact on our natural resources, contain safer chemicals, and drive reductions in energy use.

Procurement is an effective way for improving the environmental performance of products. By integrating environmental criteria that are important, we are helping to:

- **Encourage manufacturers and suppliers** to reduce the negative environmental and health impacts of their products and services across their lifecycle.
- **Establish a standard** for successfully purchasing environmentally preferable products.

Following the G7 Summit in June 2018, plastic waste has emerged alongside climate change as a global environmental priority, creating increasing momentum for change. Canada has committed to taking action to eliminate plastic waste. When procuring products that contain plastics (or plastic components) the Government of Canada is promoting the procurement of products that are made from sustainable plastics (for example, recycled content) and alternatives and reduce associated plastic packaging waste.

As a result, environmental criteria are incorporated into this Request for Supply Arrangement.

For each "Environmental Commitment" where you certify "yes", you should provide the related "Required Information". By doing so, the Supplier certifies that the Supplier meets and will continue to meet throughout the duration of the Supply Arrangement.

Failure to provide the documents or additional information listed below in your proposal, the environmental Commitment will not be counted as having met the criteria.

Each responsive criteria will receive 10 points.

Criteria	Environmental Commitment	Yes	No	Required information
R4-1	Environmental management policies: Have you implemented an environmental management system in your operations that includes a certification (ex: ISO 14001, or other environmental management system recognized by a third party)?			Provide third party certification for environmental management system
R4-2	Eco-labels that indicate certification of lab and science equipment products as being environmentally preferable			Identify any eco-label certification that indicate that some of your products and processes as environmentally preferable.
R4-3	Chemical management policy			Describe your chemical management policy that includes a statement of how the company assesses and reduces human and ecosystem health impacts.
R4-4	Energy efficiency measures, such as use of ENERGY STAR qualified equipment.			Please submit documented evidence of some of your ENERGY STAR qualified equipment.
R4-5	Equipment is water efficient			Please submit documented evidence of

				some of your water efficient equipment.
R4-6	Major components designed to be disassembled and replaceable			Describe how your products have major components designed to be disassembled so that they can be repaired and/or replaced by users.
R4-7	Recyclable and reusable packaging			Describe how packaging is recyclable or reusable.
R4-8	Disposal or take back program			Describe recycling of systems/components or take back program of products.

4.4 Basis of Selection – Minimum Point Rating

To be declared responsive, an arrangement must:

1. Comply with all the requirements of the Request for Supply Arrangement;
2. Agree to all terms and conditions without making exceptions;
3. Meet all mandatory criteria;
4. Include all required information; and
5. Obtain the required minimum of 258 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 400 points.

Arrangements not meeting 1, 2, 3, 4 or 5 above will be declared non-responsive.

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 supplier 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.

5.1 Certifications Required with the Arrangement

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all suppliers must provide with their arrangement, **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.

5.2 Certifications Precedent to the Issuance of a Supply Arrangement and Additional Information

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.

5.2.1 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 Supplier must provide the required documentation, as applicable, to be given further consideration in the procurement process. Refer to Annex E – the complete List of Directors.

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

6.1 Arrangement

The Supply Arrangement covers the Requirement described in the Requirement at Annex A.

6.2 Security Requirements

Supplier personnel MAY NOT ENTER sites where PROTECTED/CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement 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.

6.3.1 General Conditions

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

6.3.2 Supply Arrangement Reporting

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 Annex "A" under 3.13.1 – Quarterly Usage Reporting. 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 15 calendar days after the end of the reporting period.

6.4 Term of Supply Arrangement

6.4.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement begins at the issuance of the Supply Arrangement for two (2) years.

6.4.2 Extension of Supply Arrangement

If the Supply Arrangement is authorized for use beyond the initial period, the Supplier offers to extend its arrangement for up to three (3) additional one (1) year periods, under the same conditions and at the pricing structure specified in the Supply Arrangement, or at the pricing structure calculated in accordance with the formula specified in the Supply Arrangement.

The Supplier will be advised of the decision to authorize the use of the Supply Arrangement for an extended period by the Supply Arrangement Authority thirty (30) days before the expiry date of the Supply Arrangement. A revision to the Supply Arrangement will be issued by the Supply Arrangement Authority.

6.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Supply Arrangement (SA) is for the delivery of the requirement detailed in the SA to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the supply arrangement.

6.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified in each individual resulting contract under the Supply Arrangement.

6.5 Authorities

6.5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Sylvianne Beaulne
Supply Officer
Public Service and Procurement Canada
Acquisitions Branch
Scientific, Medical and Photographic Division
L'Esplanade Laurier, East Tower 7th Floor - 7149
140 O'Connor Street, Ottawa, Ontario
K1A 0R5 Canada
Telephone: 343-550-1739
E-mail address: TPSGC.PAAprovisionLabSci-APLabSciProcurement.PWGSC@tpsgc-pwgsc.gc.ca

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

6.5.2 Supplier's Representative

The Supplier's Representatives are identified at Annex G – Attachments under the Supplier Contact Information Template.

The supplier's representative for the supply arrangement are identified at Annex G – Attachments under the Supplier's contact Information, under the General Inquiry table.

The Supplier must notify the Supply Arrangement Authority of any changes to this information as soon as it becomes known to the Supplier.

6.6 Identified Users

The Identified Users include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S.C., 1985, c. F-11.

6.7 Emergency Requirement and Urgent Acquisitions

PWGCSC may expand the scope of this Supply Arrangement when emergency and urgent acquisition are required.

Identified Users must submit a funded Requisition form PWGCSC-TPSGC 9200 to either:

- the manager of the Scientific, Medical and Photographic Division (PV Division), or
- the Supply Arrangement Authority

for processing.

The Emergency Requirement and Urgent Acquisitions Process is detailed in Part 6.B – Bid Solicitation, under 6.2.2.

6.8 On-going Opportunity for Qualification

An on-going notice will be posted on the Government Electronic Tendering Service (GETS) to allow new Suppliers to become qualified. Existing qualified Suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

6.9 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 articles of the Supply Arrangement;
- (b) The general conditions [2020](#) (2017-09-21), General Conditions - Supply Arrangement - Goods or Services
- (c) Annex A, Requirement;
- (d) Annex G, Attachments;
- (e) The Supplier's arrangement dated _____ (*insert date of arrangement, insert at the time of issuance of the arrangement*).

6.10 Certifications and Additional Information

6.10.1 Compliance

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

6.10.2 SACC Manual Clauses

[A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department
[A9131C](#) (2014-11-27), Controlled Goods Program – Contract
[B7500C](#) (2006-06-16), Excess Goods
[C0100C](#) (2010-01-11), Discretionary Audit – Commercial Goods and/or Services
[D0040C](#) (2010-08-16), Shipping Charges for Large, Bulky or Heavy Items
[D3010C](#) (2016-01-28), Delivery of Dangerous Goods/Hazardous Products
[B1501C](#) (2018-06-21), Electrical Equipment

6.11 Applicable Laws

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

6.12 Transition to an e-Procurement Solution (EPS)

During the period of the Supply Arrangement, Canada may transition to an EPS for more efficient processing and management of individual contracts for any or all of the SA's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Supplier with at least a three-month notice to allow for any measures necessary for the integration of the Supply Arrangement into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Supplier chooses not to provide the supply arrangement of their goods or services through the e-procurement solution, the Supply Arrangement may be set aside by Canada.

6.13 Proactive Disclosure of Contracts with Former Public Servants

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

6.14 Electronic Payment of Invoices – Contract *(result – to be completed at Supply Arrangement award)*

The supplier accepts to be paid using the following Electronic Payment Instrument(s):

Solicitation No. - N° de l'invitation
E60PV-19EQUI/A
Client Ref. No. - N° de réf. du client
E60PV-19EQUI

Amd. No. - N° de la modif.
File No. - N° du dossier
PV958. E60PV-19EQUI

Buyer ID - Id de l'acheteur
PV958
CCC No./N° CCC - FMS No./N° VME

-
- a. Visa Acquisition Card;
 - b. MasterCard Acquisition Card;
 - c. Direct Deposit (Domestic and International);
 - d. Electronic Data Interchange (EDI);
 - e. Wire Transfer (International Only);

B. BID SOLICITATION AND RESULTING CONTRACT CLAUSES

6.1 Bid Solicitation and Contract Documents

Canada will use the following bid solicitation templates based on the estimated dollar value and complexity of the requirement:

- Simple, for low dollar value requirements (below \$25K), general conditions [2029](#) will apply to the resulting contract;
- Medium Complexity (MC) for medium complexity requirements (above \$25K), general conditions [2010A](#) (Goods) or [2010C](#) (services) will apply to the resulting contract;
- High Complexity (HC) for more complex requirements, general conditions [2030](#) (Goods) or [2035](#) (services) will apply to the resulting contract.

Note: References to the HC, MC and Simple or the Annex "C" and Annex "D" templates in PWGSC Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

The bid solicitation will contain as a minimum the following:

- (a) security requirements (*if applicable*);
 - (b) a complete description of the Requirement;
 - (c) [2003](#), Standard Instructions - Goods or Services - Competitive Requirements;
- OR**
- [2004](#), Standard Instructions - Goods or Services - Non-competitive Requirements;

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions ([2003](#) or [2004](#)) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the *Ineligibility and Suspension Policy*. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of directors.
- (d) Bid preparation instructions;
- (e) Instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (f) Evaluation procedures and basis of selection;
- (g) Certifications;
 - **Federal Contractors Program (FCP) for Employment Equity - Notification**
 - **Integrity Provisions - Declaration of Convicted Offences;**
- (h) Conditions of the resulting contract.

6.2 Bid Solicitation Process

Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from Suppliers who have been issued a SA.

The bid solicitation will be sent directly to Suppliers by email.

STAGE 2 - Request for proposal

Supply Arrangement holders will be given the opportunity to provide an estimate or to bid on the RFP's. The stage 2 procedures are defined under 6.2.2 – Contract Procedures. The RFP's will include a detailed requirement, the expected delivery date, the evaluation criteria, basis of selection and other pertinent information (if applicable).

The Supplier's proposal is not intended to duplicate the Requirement, but rather to propose a description of how and when the Supplier proposes to satisfy the requirement, along with the proposed prices for doing so.

The evaluation criteria will be categorized either as mandatory or as rated requirements and their relative order of importance stipulated. Associated weighting factors with regard to rated requirements shall be identified. Suppliers unable to meet the evaluation criteria (example: delivery date) will not be considered responsive and will be given no further consideration.

The basis of selection of the successful Supplier will be identified in each RFP and will be based on the technical and financial proposals.

Contracts awarded under the Supply Arrangement shall clearly specify the Work to be performed and the financial limitation. The Contract will authorize the Supplier to proceed. The Supplier shall not commence Work until an approved Contract has been received from the Contracting Authority, at the beginning of the period.

6.2.1 Contract limits

The contract limits are given as a guidance based on Contracting Policy (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494>), departments and agencies must follow their Procurements Policies in accordance with existing Procurement Policies, Practices and Delegations within each client department.

Limitation of requirements for Equipment, Parts and Accessories, Services and Supplies

- Less than or equal to \$25,000, all-inclusive (taxes included)
- greater than \$25,000 and less than \$400,000, all-inclusive (taxes included)
- greater than \$400,000, all-inclusive (taxes included)

Limitation of requirements for Services only

- Less than or equal to \$100,000, all-inclusive (taxes included)

6.2.2 Contract procedures

Requirements for Equipment, Parts and Accessories, Services and Supplies

6.2.2.1 Estimated price is less than or equal to \$25,000, all-inclusive (taxes included):

- (a) Prior to issuing a Contract, Identified users must consult the Product and Discount list to determine which SA holders offers the type of product required.
- (b) Identified Users (IU) may, within its discretion, send a request for quotation to one or more Supply Arrangement (SA) holders authorized, as per client department guidelines. User may combine Equipment, Parts and Accessories, Services and Supplies into one Contract, if applicable. If the

- Identified Users choose to combine a requirement for more than one product and to send the request for Quotation to more than one SA holder, the request must be sent to the SA holders authorized under the required categories of products.
- (c) Before awarding the contract, Identified users must consult the Product and Discount list to determine the discount applicable for each required products category or manufacturer from the chosen SA holder.
 - (d) Use the low dollar contract clauses. The clauses can be found at Annex "C".
 - (e) The delivery deadlines as negotiated and specified in the Contract must be adhered to.
 - (f) The SA holder shall not undertake any of the specified Work unless and until a Contract against a Supply Arrangement is issued by the Authorized User.

Requirements for Equipment, Parts and Accessories, Services and Supplies

6.2.1.2 Estimated price is greater than \$25,000 and less than \$400,000, all-inclusive (taxes included):

- (a) Identified Users (IU), must describe the requirement, including specifications, criteria, quantities and basis of selection.
- (b) Identified Users (IU), must prepare the Request for Proposal. The Medium Complexity bid solicitation template can be found at Annex "D".
- (c) Identified Users must consult the list of categories to determine which SA holders will be invited for the Request for Proposal based on the required equipment or products. If less than three (3) SA holders are identified under the required category, or if the Identified Users choose to combine a requirement and multiple categories of equipment or products are required, the Identified Users (UI) must sent the Request for Proposal to all Supply Arrangement holder.
- (d) The Request for Proposal will be sent by email to the person responsible of receiving Request for Proposal resulting from the Supply Arrangement. The contact list can be found in Annex G – Attachments under the Supplier Contact Information Template.
- (e) The Suppliers must be given at least 15 calendar days to bid.
- (f) A Notice of Proposed Procurement (NPP) must be published on the Government Electronic Tendering Service (GETS) for at least 40 calendar days. An example of the Notice of Proposed Procurement can be found in the client instructions document. (Instructions and templates will be given to client department after the award of the Supply Arrangement.).
- (g) The Identified Users (UI), will receive bids, evaluated proposals and award the contract as per the Request for Proposal.
- (h) The Supplier shall not undertake any of the specified Work unless and until a Contract against a Supply Arrangement is issued by the Authorized User.

Requirements for Equipment, Parts and Accessories, Services and Supplies

6.2.1.3 Estimated price is greater than \$400,000, all-inclusive (taxes included):

- (a) Identified Users (IU), must describe the requirement, including specifications, criteria and quantities.
- (b) Identified Users (IU), must submit a signed 9200 requisition to PWGSC for processing.
- (c) Identified users must provide a description of the requirement and technical evaluation to the designated Contracting Authority.
- (d) PWGSC, will prepare the Request for Proposal. The Medium or High Complexity bid solicitation will be used.
- (e) Identified Users may combine Equipment, Parts and Accessories, Services and Supplies into one requirement
- (f) The Request for Proposal must be sent to all Supply Arrangement holder by email to the person responsible of receiving Request for Proposal resulting from the Supply Arrangement. The contact list can be found under Annex "G".

- (g) The Suppliers must be given at least 40 calendar days to bid.
- (h) A Notice of Proposed Procurement (NPP) must be published on the Government Electronic Tendering Service (GETS) for at least 40 calendar days. An example of the Notice of Proposed Procurement can be found in the client instructions document. (Instructions and templates will be given to client department after the award of the Supply Arrangement.).
- (i) PWGSC will receive bids, Canada will evaluate proposals and PWGSC will award the contract as per the Request for Proposal.
- (j) The Supplier shall not undertake any of the specified Work unless and until a Contract against a Supply Arrangement is issued by PWGSC.

Requirements for Services only

6.2.1.4 Requirements for Services only, where the estimated price is less than or equal to \$100,000, all-inclusive (taxes included):

- (a) Identified Users (IU) may, within its discretion, send a request for quotation along with a statement of work or a description of the service required, to one or more Supply Arrangement (SA) holders authorized, who best meet the requirement.
- (b) Use the low dollar contract clauses. The clauses can be found at Annex "C".
- (c) The schedule of work as negotiated and specified in the Contract must be adhered to.
- (d) The SA holder shall not undertake any of the specified Work unless and until a Contract against a Supply Arrangement is issued by the Authorized User.

The following forms may be used for the first page of the bid solicitation document and the first page of the resulting contract document. These forms are available on the [Electronic Forms Catalogue](http://publisservice-app.tpsgc-pwgsc.gc.ca/forms/text/search_for_forms-e.html) (http://publisservice-app.tpsgc-pwgsc.gc.ca/forms/text/search_for_forms-e.html) website.

PWGSC-TPSGC 9400-3, Bid Solicitation
PWGSC-TPSGC 9400-4, Contract

6.2.2 Emergency Requirements and Urgent Acquisitions Procedure

1. Prior to issuing a Contract, PWGSC may, within its discretion, send Price and Availability (P&A) enquiries to one or more Suppliers who best meet the requirement.

During these situations, an advantage could be given to Suppliers who may provide the following:

- a. on-call service outside normal business hours at no extra cost;
 - b. agree to give Contracts issued by the Supply Arrangement Authority their highest priority for allocation of goods or services;
 - c. ability to deliver the initial minimum quantity in the shortest period;
 - d. has the shortest delivery period overall;
 - e. can provide the exact products identified without substitutions; or
 - f. ability to handle "pandemic-sized" orders'.
2. For urgent and emergency requirements for which:
 - a. substitute products may be considered,
 - b. best fit does not contain any specialized services or conditions, and
 - c. delivery schedules are not being considered.

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Here are the procedure that PV Division will follow to issue a contract:

1. PV Division will send a product availability enquiry to each Supply Arrangement holder.
2. PV Division will issue a Contract to the lowest cost Supplier for either the complete or partial requirement according to what portion of the requirement the supplier can satisfy.
3. If the lowest Supplier is unable to satisfy the complete requirement, PV Division will issue a contract to the next lowest cost Supplier for remaining portion of the order. PWGSC will continue in this manner until either all quantities have been purchased or until the list has been exhausted.
4. If at any time during this procedure a Supplier offers substitute products, a representative or group of representatives from the client department(s) will assess the goods for suitability. To confirm suitability, upon request the Supplier must provide technical literature and product samples if requested.

ANNEX "A" - REQUIREMENT

1. Background

The Government of Canada has a large federal laboratory system, spread across multiple Science Based Departments and Agencies (SBDAs), which conduct a wide range of scientific activities.

Public Works and Government Services Canada (PWGSC) has been tasked with providing a procurement instrument that meets the following objectives:

- brings efficiencies to departments;
- provides cost savings;
- facilitates purchasing of equipment; and
- exploits economies of scale.

In the 2018 Federal budget, the Government committed to a renewal of federal science by launching the first phase of an ambitious plan to renew federal laboratories. To fulfill this commitment, Public Works and Government Services Canada (PWGSC) has been tasked to begin the process for the construction of multi-purpose, collaborative, federal science and technology facilities. Rather than work in silos, this new approach to federal science and discovery will look to bring together federal scientists and science facilities across government. This initiative is referred to as Laboratories Canada and the 2018 Federal Budget allocated \$2.8 Billion to the first five year phase of this 25 year initiative.

Recognizing that the equipment within federal laboratories will need renewal in addition to the ongoing needs of laboratory and scientific equipment, a procurement strategy is required.

PWGSC is actively developing more modern and responsive procurement processes that are efficient, service-oriented, and focused on the needs of stakeholders. PWGSC has made it a priority to provide simpler and more streamlined procurement processes and to remove unnecessary barriers to contract entry.

Canada now has a requirement to establish a Supply Arrangements (SA) for Laboratory and Scientific Equipment, Part and Accessories, Supplies, Consumables and Services on an "as and when" required basis to Federal Identified Users.

2. Allowable Goods and Services

Allowable Goods

Only the product categories and manufacturers identified at Annex G – Attachment under the Product & Discount Template are authorized for offering to the Identified Users under this Supply Arrangement.

- Laboratory Supplies:
- Laboratory and Scientific Equipment:
- Parts and Accessories for the Equipment:

Allowable Services

Below is a list of Allowable Services, but is not limited to that list:

Extended Warranty	Operational Inspection
Data base Backup Services	Unscheduled Services
Repair Services	Emergency Services

In-hours Service Call	On-site Training
Software Upgrade	Calibration
Preventive Maintenance	Installation
Additional Maintenance	Qualification Services
Phone support Assistance	Specialized Services

Services can be provided by the suppliers or by a sub-Contractors. If services is performed by a sub-Contractor, the contract will not be issued to the sub-Contractor but to the Supply Arrangement holder.

2.1 Non-allowable Goods, Services and Practices

Non-allowable goods, services and practices includes but is not limited to the following:

- (a) categories not listed at Annex G – Attachment under the Product & Discount Template;
- (b) leasing;
- (c) rentals;
- (d) Purchase of demonstrator models;
- (e) Management Services (Asset Management Services, Inventory Management, Chemical Management)

2.2 International Organization for Standardization (ISO)

All goods must comply with and adhere to any applicable ISO standards.

2.3 Product and Discount Changes and Additions

All requests to make changes to Annex "X", Product and Discount spreadsheet must be submitted to the Standing Offer Authority with a written notification allowing a minimum of thirty (30) days' notice prior to the effective date of the change.

The submitted discount will apply for the entire period of the Supply Arrangement, including the option periods. Additional discounts can be applied at the time of contract, if applicable.

If qualified Suppliers wants to add categories of equipment or products to their list or needs to change manufacturers, they must proceed during the Refresh period by submitting the required information directly to the Supply Arrangement Authority.

3. Work and Contract Constraints

3.1 Supplier Service

The Supplier must be able to receive orders by telephone (including a toll-free number), facsimile, and e-mail. The Supplier must be open during normal business hours within Canada.

3.2 Supply Arrangement Specifications

The manufacturer discount submitted in the Product and Discount Template must apply to all brands, no brands should be excluded from the submitted manufacturer. If a supplier desire to add any sub-categories of equipment or products to their list, or needs to modify any manufacturer, they must proceed during the Refresh period.

3.3 Direct Marketing

Suppliers may occasionally have opportunities to offer increased savings for the authorized products at Annex G – Attachment under the Product & Discount Template, to Identified Users. Marketing communications making reference to the Supply Arrangement must be restricted to the products categories contained in the Annex G – Attachment under the Product & Discount Template and at a minimum include the following information:

- (1) the Supply Arrangement number;
- (2) the Supply Arrangement title; and
- (3) the effective period.

3.4 Minimum Order Restriction

While Identified Users will make every effort to place orders containing multiple items, the Supplier must ship in small quantities if requested to do so. Minimum order restrictions are not authorized and do not apply to this Supply Arrangement.

3.5 Quantities

Unless goods are on backorder, shipments which contain partial amounts must be rectified immediately. The Supplier must not invoice for partial shipments until the complete order has been delivered.

3.6 Returns

The Identified Users may return any good(s) received if the good(s):

- (1) is not the correct item;
- (2) do not meet the shelf life requirements as described in Annex "A"- Requirement under 3.8, Shelf Life;
- (3) have been damaged;
- (4) if there is evidence that the packaging has been tampered with;
- (5) if the goods do not meet the terms and conditions of the Supply Arrangement.

Cost of shipping, receiving and restocking the returned goods is the responsibility of the Supplier, Identified User will not pay the Supplier for shipping of returned goods or any restocking fees.

The Supplier must apply either a credit or refund to the Identified User for returned items including shipping, if applicable and as agreed upon by the Identified Users. The credit or refund must be applied within ten (10) days of receiving the returned goods.

If the return was made prior to invoicing and payment and the order contained goods other than the returned goods, the Supplier must issue a new invoice to the Identified Users with the credit itemized.

3.7 Product Recalls

If any of the goods have been recalled a product recall advisory must be provided to all Identified Users who have purchased the goods as well as to the Supply Arrangement Authority.

3.8 Shelf Life

All materials having a shelf life must include:

- (1) date of manufacture;
- (2) manufacturer's part number;
- (3) specification number; and
- (4) expiration date of shelf life.

All goods delivered with an expiration date must have the longest shelf life available from the manufacturer. If the longest shelf life is not available from the manufacturer, the Supplier must notify the Identified User at time of order and prior to shipping for acceptance.

3.9 Backordered Good

Backordered good is goods that are not available at time of shipment. When a backordered good has been identified, a backorder notification must be sent to the Identified User as soon as possible, a delivery date acceptable to the Identified User must be agreed.

Backorder notifications must contain the following information:

- (1) Contract Number;
- (2) Identified User name and contact information;
- (3) Identification (name and product number) of items on backorder;
- (4) Date ordered;
- (5) Expected Delivery Date; and
- (6) Reason for unavailability.

If the expected delivery date is not acceptable to the Identified User, the Identified User may remove the backordered goods from the Contract by amending the Contract and providing a copy of the amended Contract to the Supplier.

The Supplier must not invoice for backordered items until after they have been delivered.

3.10 Packaging

All goods must be labeled in both official languages, English and French.

The Supplier must conform to all applicable Federal and Provincial legislation and regulations concerning packaging, labeling and movement of hazardous goods including goods which are repackaged by the Supplier.

All goods ordered in a Contract must be wrapped and packaged together and accompanied by a copy of the packing slip for each Contract.

Multiple Contracts being delivered to the same address may be shipped together in one container if all goods ordered in each Contract is wrapped and packaged together and clearly labeled to indicate the Contract number and Project Authority.

3.10.1 Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance

1. The Supplier must ensure proper labelling and packaging in the supply and shipping of dangerous goods/hazardous products to the Identified Users.
2. The Supplier will be held liable for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.

3. The Supplier must clearly mark all merchandise labels with the percentage of volume that is a hazardous item. Failure to do so will result in the Supplier being held responsible for damages caused in the movement of goods/products by government vehicles or government personnel.
4. The Supplier must adhere to all applicable laws regarding dangerous goods/hazardous products.

3.11 Delivery

Deliveries must be made on business days within the regular working hours for the destination.

The delivery date will be identified in each individual Request for Proposal (RFP) or Contract. The Supplier must inform the Identified Users if the delivery date cannot be met.

3.12 Shipping Instructions

Goods must be consigned to the destination specified in the RFP or Contract and Delivered Duty Paid (DDP) to the destination specified in the RFP or contract Incoterms 2000 for shipments from a commercial supplier.

The Supplier is responsible for choosing the most economical mode of transport that meets the requirement. If no instructions are provided in the RFP or Contract, the Supplier must confirm shipping arrangements with the Identified User before proceeding.

Prepaid transportation costs must be shown as a separate item on the invoice. Suppliers must support the charge by providing a certified copy of the prepaid transportation Bill of Lading.

3.13 Supply Arrangement Usage Report

The electronic template of the report below will be provided at the Supply Arrangement award by the Supply Arrangement Authority.

3.13.1 Quarterly Usage Reporting

The Supplier must e-mail their completed usage report to TPSGC.PAAprovisionLabSci-APLabSciProcurement.PWGSC@tpsgc-pwgsc.gc.ca on a quarterly basis, in accordance with the Supply Arrangement and Resulting Contract Clauses, Part 6A, Article 6.3.2, Supply Arrangement Reporting.

A reporting submission template will be provided to each Supplier in Excel format at the award of the Supply Arrangement. All information must be completed by the Supplier, if any information is unavailable the Supplier must provide a reason.

The Supplier must not change the template formatting or any of the calculations of the template. Any report submission which has had the formatting or calculations changed will not be accepted.

At a minimum, usage reports must include the following information

- Supply Arrangement Number;
- Quarter;
- Supplier Name;
- Number of Contract reported;
- Total reported this Quarter;
- Client Department or Agency. Providing the buyer's location or delivery address, for example, SUPPLY DEPOT will not be accepted;

- Project Authority e-mail address, e-mail address of the person placing the Call-up;
- Contract Number;
- Date of Contract, format (DD-MMM-YYYY);
- UNSPSC number (sub-category);
- Sub-Category description;
- Product or Service Description;
- Supplier part number;
- Quantity Ordered;
- Packaging Format;
- Price (per packaging format)
- Applicable discount (%)
- Total Price

3.13.2 Ad Hoc Usage Reports – Supply Arrangement

The Supply Arrangement Authority may request additional Ad Hoc Reports based on criteria already identified at Annex "A" - Requirement, section 3.14 Supply Arrangement Usage Report. When requested to do so, Suppliers will provide the Ad Hoc Report within the timeframe requested.

4. Audits

Client Satisfaction

Supply Arrangement Authority or delegated individual may select random Contracts for each SA Suppliers and perform a contract audit and customer satisfaction survey.

These audits will be used for assess vendor performance. Unsatisfactory performance may result in a set aside of the Supply Arrangement if not corrected to the satisfaction of the Supply Arrangement Authority.

5. Key terms

IU – Identified Users

PDT – MPR – Product & Discount Template – Modèle pour les produits et rabais

PWGSC – Public Works and Government Services Canada

RFP – Request for Proposal

RFSA – Request for Supply Arrangement

SA – Supply Arrangement

3rd Party Environmental Certification – Third Part Environmental Ecolabeling Certification programs are those that conform to ISO 14024:1999, Environmental labels and declarations, Type I environmental labeling and are recognized by the Global Ecolabeling Network (GEN).

Emergency Requirements – an emergency requirement occur in situations where delays in taking action would be injurious to the public interest. Emergencies are normally unavoidable and require immediate action which would preclude the solicitation of formal bids. Refer to section [3.22](#) of the Supply Manual for additional information on Emergency Requirements.

Laboratory and Scientific Equipment is any type of equipment, apparatus or device whose primary function is related to the performance of functions or tasks in a laboratory or scientific context. The equipment is specifically designed and constructed to undertake scientific research and is used to either perform an experiment or to take measurements and gather data.

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Laboratory Supply- can include instrument, implement, material, consumable or related article whose primary function is related to the operation of laboratory equipment or the conduct of scientific research. Laboratory supply are commercially available products intended to, by the manufacturer, to be used alone or in combination. The products are non-durable goods, intended to be used and then replaced regularly or single use product.

Manufacturer – means the company originally manufacturing or creating the goods. These goods may then be sold to other companies for rebranding or reselling.

Parts or accessories - are not considered to be laboratory supplies. Any articles where the primary use of which is to improve, repair, replace, or serve as a component part. An accessory is intended specifically by its manufacturer to be used together with the 'parent' device to enable the laboratory device to achieve its intended purpose, an element of a sub-assembly or assembly not normally useful by itself and not amenable to further disassembly. Any hardware, software or firmware element contained in (or primarily attached to) a system.

Services - any non-tangible item which can assist the client in using equipment purchased. This may include but is not limited to training, installation, calibration, and maintenance agreements.

UNSPSC: UNSPSC is the acronym for the United Nations Standard Products and Services Code. UNSPSC is a coding system to classify both products and services. Further information about the code is available at: <http://www.UNSPSC.org>

Urgent Acquisitions – means an urgent acquisition that calls for immediate action and conveys a sense of urgency. Refer to section [3.21](#) of the Supply Manual for additional information on Managing Urgent Acquisitions.

ANNEX "B" - PRODUCT & DISCOUNT TEMPLATE INSTRUCTIONS

Note to Suppliers

The Suppliers must submit a percentage discount for all categories or sub-categories they can offer for Laboratory and Scientific Equipment, equipment's Parts and Accessories and for laboratory supplies. The Product & Discount Template (PDT - MPR.xlsx) must be completed.

- B-1; procedures to complete during the solicitation

Suppliers must complete the Product & Discount Template (PDT - MPR) provided as an electronic attachment to this requirement, in accordance with the instructions below. The PDT - MPR submitted with the Arrangement will be part of the resulting Supply Arrangement.

Suppliers must not change the template in any way, must not insert additional rows or columns.

Suppliers must save a copy of the completed PDT - MPR in Excel compatible format (.xls or .xlsx) on a USB key and include it with their Arrangement.

Any arrangement which do not adhere to these instructions may be considered non-responsive and may be disqualified.

The following PDT - MPR worksheets comprise:

- Laboratory and Scientific Equipment
- Parts and Accessories for Equipment
- Laboratory Supplies

The Suppliers must ensure that all discounts offered are in percentage.

Any Categories or Sub-Categories submitted with invalid data will be considered non-responsive.

Additional Instructions

For all Categories or Sub-Categories not submitted by the Supplier, the supplier must leave the cells empty for that category. If no discount is offered, for a submitted category or manufacturer, a 0% must be inscribed for each type of product (Equipment, Part & Accessories and Supplies), that the supplier can sell, if applicable.

B - 1 PROCEDURES DURING SOLICITATION PERIOD

THE PRODUCT & DISCOUNT TEMPLATE

1.1 Instructions to complete the Template

Should Suppliers decides to offer discount for the Laboratory and Scientific Equipment, parts and accessories and supplies, Suppliers must complete the excel worksheet provided in accordance with the instructions below.

The usage of the SA for the categories and sub-categories is not a guaranty and there should not be any expectation by the Supplier that the Government of Canada will purchase products or equipment under those categories or sub-categories.

The following columns are included:

Column A – UNSPSC Category Number
Column B – Category Description
Column C – UNSPSC Sub-Category Number
Column D – Sub-Category Description

The following columns must be completed:

Column E Sub-Category Offering
Column F Manufacturers available per Category

For Laboratory and Scientific Equipment

Column G Discount for the Category (combined sub-categories)
Column H Discount per manufacturer (for that Category)

For Parts and Accessories

Column I Discount for the Category (combined sub-categories)
Column J Discount per manufacturer (for that Category)

For Laboratory Supplies

Column K Discount for the Category (combined sub-categories)
Column L Discount per manufacturer (for that Category)

Column E

The Supplier must check each sub-category he can provide. The sub-categories will be used to determine which suppliers will be invited in future Request for Proposal.

Column F

The Supplier must inscribed the manufacturers available for each Category. A maximum of 15 manufacturers per Category is authorize. The 15 authorized manufacturers are per Category and not per sub-category.

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Columns G - H

Supplier has the choice of offering a discount for the purchase of equipment for each category (all sub-categories checked included) (column G) or for each manufacturer associated to the category (in column F).

Columns I - J

Supplier has the choice of offering a discount for the purchase of parts and accessories for the equipment for each category (all sub-categories checked included) (column I) or for each manufacturer associated to the category (column J).

Columns K – L

Supplier has the choice of offering a discount for the purchase of Laboratory Supplies for each category (all sub-categories checked included) (column K) or for each manufacturer associated to the category (column L).

ANNEX "C" – LOW DOLLAR VALUE CONTRACT CLAUSES

(< \$25,000 FOR GOODS AND <\$100,000 FOR SERVICES)

The Contract will be authorized using the duly completed Contract Form in accordance with the following terms and conditions.

1. Security Requirements

Security requirement clause if required.

The following security requirements apply and form part of the Contract.

Contractor personnel MAY NOT ENTER sites where PROTECTED/CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

2. Statement of Work **OR** Requirement

The Contractor must perform the Work or provide the items detailed in accordance with Annex A.

2.1 Optional Requirement

If optional goods or services are required, the Initial Requirement and optional must not exceed \$25,000 for goods and \$100,000 for services (applicable taxes included).

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both as further described in Annex B – Basis of Payment under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

3. Standard Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2004 \(2016-04-04\)](#) Standard Instructions - Goods or Services - Non-competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions ([2004](#)) incorporated by reference above is deleted in its entirety and replaced with the following:

at the time of submitting an arrangement under the Request for Supply Arrangements (RFS), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of directors

3.1 General Conditions

2029 (2016-04-04) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract will be specify in the Contract Form.

4.2 Delivery Date

All the deliverables must be received as per contract form.

4.3 Option to Extend the Contract

For contracts that contain option period(s) the following clause apply.
The Initial Requirement and optional must not exceed \$25,000 for goods and \$100,000 for services.

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to _____ additional _____ year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time before the expiry date of the contract by sending a written notice to the Contractor. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

4.4 Delivery Point

Delivery of the requirement will be made to:

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Branch: _____
Directorate: _____

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Address: _____

Telephone: ____ _

E-mail address: _____

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ _

E-mail address: _____

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative *(to be completed by the Contractor)*

The telephone number (with extension if applicable) of the person responsible for:

General enquiries

Name: _____

Tel. No. _____ ext: _____

Fax No. _____

E-mail address: _____

Delivery Follow-up

Name: _____

Tel. No. _____ ext: _____

Fax No. _____

E-mail address: _____

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B – Basis of Payment for a cost of \$ _____ *(as per contract form)*. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.2 Limitation of Expenditure

This clause applies to all contracts with cost reimbursable and fixed time rate with a limitation of expenditure.

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are _____ (*insert "included", "excluded" or "subject to exemption"*) and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7. Method of payment

Will be specify in the contract form

7.1 Single Payment *OR* Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.2 Electronic Payment of Invoices - Contract

Refer to Supply Arrangement, Part 6 A, under 6.14 for the Electronic Payment of Invoices.

8. SACC Manual Clauses

If applicable include by reference SACC Manual clauses related to payment.

(when it's a foreign supplier)

SACC Manual clause **C2000C** (2007-11-30) Taxes - Foreign-Based Contractor

SACC Manual clause **C2605C** (2008-05-12) Canadian Customs Duty and Sales Tax *(for when DDU is the delivery requirement)*

(when it's a Canadian supplier)

SACC Manual clause **C2001C** (2010-01-11) Duties and Taxes - Drawback Certificate

9. 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.

Use the following paragraph when invoices must be accompanied by supporting documents. This paragraph do not apply if no supporting documents are required.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the following address for certification and payment.
_____ *(Insert the name of the organization)*
_____ *(Insert the address of the organization)*
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

Insert additional distribution as applicable. The following is an example.

- c. One (1) copy must be forwarded to the consignee.
- d. Invoices and order confirmations can be sent via e-mail to:

10. Certifications and Additional Information

10.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information

are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

11. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

12. 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 Articles of Agreement;
- (b) 2029 (2016-04-04) General Conditions - Goods or Services (Low Dollar Value);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) Annex X, Security Requirements Check List (*if applicable*);
- (f) Annex X;
- (g) The Contractor's bid dated _____ (*insert date of bid*) (*insert at time of contract award*)

13. SACC Manual Clauses

There may be additional clauses that are relevant to the requirement but are not already included within this template. These can be included by reference or in full text in the contract form

SACC Manual clause G1005C (2016-01-28) Insurance – No Specific Requirement (*always use this clause in all contracts*)

SACC Manual clause B7500C (2006-06-16) Excess Goods

SACC Manual clause B1501C (2018-06-21) Electrical Equipment

SACC Manual clause D2000C (2007-11-30) Marking

SACC Manual clause D2001C (2007-11-30) Labeling

SACC Manual clause D2025C (2017-08-17) Wood Packaging Materials

SACC Manual clause D6010C (2007-11-30) Palletization

SACC Manual clause D9002C (2007-11-30) Incomplete Assemblies

(Clauses below applies if installation & training are part of the contract for DND)

SACC Manual clause A9062C (2011-05-16) Canadian Forces Site Regulations

SACC Manual clause A9068C (2010-01-11) Government Site Regulations

(Clauses below applies for installation & training)

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

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

14. Shipping Instructions - Delivery at Destination

Or otherwise specified in the contract form

Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) _____ (*insert the named place of destination*) Incoterms® 2010 for shipments from a commercial contractor.

The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

Annex A – Requirement

The requirement will be detailed in the Contract Form. If applicable, the requirement may include all of the following:

Installation

The Contractor must deliver, install, integrate, and configure all deliverables at the location specified in the Contract. The Contractor must unpack, assemble, and install the deliverables at the site. If applicable, this includes but is not limited to the provision of required moving and installation resources, packing material, vehicles, cranes, personnel, and floor protection panels.

The Contractor must supply all associated materials required to effect complete installation, integration and configuration of the deliverables at the site. This must include but not be limited to such things as all the required power connectors, cables, and any other accessories required to install, integrate and configure the deliverables.

Upon successful completion of the installation, integration and configuration of the deliverables, the Contractor must provide the Technical Authority with written notification that the deliverables are ready for testing.

The Contractor must maintain all work areas at the installation site(s) in a clean and tidy condition on completion of each day's work and on completion of acceptance, including the removal and disposal of all related packing material.

The Contractor must begin installation within _____ calendar days of delivery and must complete the installation within _____ calendar days from the installation start date.

Manuals

The Contractor must deliver 1 complete set of Documentation, in English and French (please check with your client to verify the language requirements and modify as needed) with the deliverables. This documentation must include all publications pertaining to technical specifications, installation requirements and operating instructions

Training

The Contractor must provide onsite training to the Client in English (and French if required by the client) for the following audience:

End User (up to xx): Training must include operation and manipulation of the equipment. The training should include but not be limited to product functionality, product features and limitations.

The Contractor must deliver the on-site training within _____ calendar days of installation.

Annex B – Basis of Payment

The Basis of Payment will be detailed in the Contract Form

B.1 REQUIREMENT

Table 1: Initial Requirement: Goods

Item	Product Number	Description	Number of Units	Unit of Issue	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
1				Each	\$	\$
2				Each	\$	\$
3				Each	\$	\$
Total (applicable taxes are extra, if applicable)						\$

Table 2: Initial Requirement: Services

Item	Product Number	Description	Number of Units or hours	Unit of Issue	Firm Unit Price or Rate	Extended Price (Number of Units X Firm Unit Price or Rate)
1				Each	\$	\$
2				Each	\$	\$
3				Each	\$	\$
Total (applicable taxes are extra, if applicable)						\$

Table 3: Total of the Initial Requirement

Item	Description	Total
1	Table 1: Initial Requirement for Goods	\$
2	Table 2: Initial Requirement for Services	\$
Total (applicable taxes are extra, if applicable)		\$

Table 4: Optional Requirement:

Item	Product Number	Description	Unit of Issue	Firm Unit Price
1			Each	\$
2			Each	\$
3			Each	\$

The following clauses applies, if applicable

B.2 HOURLY RATES RELATED TO SERVICES REQUIREMENT

The firm hourly rates are all inclusive. They include the cost of labor, fringe benefits, general and administrative expenses, overhead, profit and the like, excepting only GST and HST if applicable. All expenses normally incurred in providing the services (i.e., project office space [including Offeror's hardware and software], word processing, reports, work estimates, photocopying, courier and telephone charges, local travel and the like) are included in the firm hourly rate identified hereunder, and will not be permitted as direct charges under any contract resulting from the Supply Arrangement. **The Supplier is not permitted to charge hourly rates to prepare work estimates.**

Or otherwise specified

The rates are in Canadian currency, Customs and duties are included, and Harmonized Sales Tax (HST) is extra, if applicable.

B.3 DIRECT EXPENSES

The Supplier will be reimbursed for expenses not covered in the Hourly Rates, in certain cases and at the sole discretion of Canada, where services outside of normal overhead expenses are required to complete the Work. Such expenses may be allowable as direct expenses given the service(s) is/are documented upon approval of the Estimate. These expenses will be reimbursed net of any discounts, with no mark-up, provided the costs are approved in advance by the Project Authority and they are reasonably and properly incurred in carrying out services.

B.4 TRAVEL AND LIVING EXPENSES

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

All payments are subject to audit by Canada.

All travel must have prior authorization of the Project Authority.

ANNEX "D" – EXAMPLE OF MEDIUM COMPLEXITY BID SOLICITATION AND RESULTING CONTRACT TEMPLATE

PART 1 - GENERAL INFORMATION

This solicitation and resulting contract are issued against the Supply Arrangement (SA) E60PV-19EQUI and all terms and conditions of the SA apply.

1.1 Security Requirements

Delete the security requirement clause if not required.

The following security requirements apply and form part of the Contract.

Contractor personnel **MAY NOT ENTER** sites where PROTECTED/CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

1.2 Statement of Work *OR* Requirement

The requirement is detailed under [Part 4, section 4.1.1 – Technical Evaluation](#) and at Annex "A" – *(Choose one of the following)* Statement of Work or Requirement.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The ~~2003~~ (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions (~~2003~~) incorporated by reference above is deleted in its entirety and replaced with the following:

At the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the *Ineligibility and Suspension Policy*. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of directors.

2.1.1 SACC Manual Clauses

SACC Manual Clause B1000T (2014-06-26) Condition of Material – Bid
SACC Manual Clause B3000T (2006-06-16) Equivalent Products

2.2 Submission of Bids

Bids must be submitted only to Bid Receiving Unit at the location specified below, by the date, time and place indicated in the bid solicitation.

Bids must be submitted no later than _____ (*insert time and date of bid solicitation closing*)

Address: Bid Receiving

Telephone: _____
Fax No.: _____

No proposal shall be sent directly to the Contracting Authority.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than _____ (*insert number of days*) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders 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 the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract 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*).

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (_____ hard copies) *(if applicable, add "and _____ soft copies on USB key)*

Section II: Financial Bid (_____ hard copies) *(if applicable, add "and _____ soft copies on USB key)*

If there is a discrepancy between the wording of the soft copy on electronic media 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 bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

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

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Exchange Rate Fluctuation

*If applicable, insert either SACC Manual clause **C3010T** when offering Bidders the option to mitigate their risk by having Canada assume the risks and benefits of exchange rate fluctuations OR SACC Manual clause **C3011T** when exchange rate fluctuation is not expected to be an issue.*

C3010T (2014-11-27). Exchange Rate Fluctuation Risk Mitigation, **OR**
C3011T (2013-11-06). Exchange Rate Fluctuation

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The following requirements are the mandatory technical evaluation criteria which will be evaluated during the Bid Evaluation. In addition the Contractor will be required to meet all of the mandatory technical requirements for the duration of the Contract. Bidders are requested to cross reference the mandatory technical criteria in a concise format by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation.

ITEM	CRITERIA	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID.
M1		
M2		
M3		
MX ...		

4.1.1.2 Point Rated Technical Criteria

Modify regarding your needs, here is an example

The Bidders should identify all of the following optional specification they include in the Requirement. Each Optional Specification is associated with points. If the Optional Specification is not demonstrated correctly or if a part of the Specification is absent, the allowed point will be 0. The final score per Bidder will be calculated based on the total of the point for included options.

Item	Optional Specification	Point Value of the option	Check the options included in your submission	Reference to substantiation in the Technical Bid
R1				
R2				
R3				

4.1.2 Financial Evaluation

Delete if not applicable

The financial evaluation will be conducted by calculating the Total Aggregated Bid Price in accordance with the pricing tables provided in Annex "B" – Basis of Payment.

Evaluation of Price - Bid

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP Ottawa, Ontario Incoterms® 2010, Canadian customs duties and excise taxes included.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

4.2 Basis of Selection

Choose one of the following; Option 1 when only mandatory criteria was used OR Option 2 for a combination of mandatory and rated criteria

Option 1: A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

OR

Option 2: Obtain the required minimum of _____ (*insert minimum number of points*) points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of _____ (*insert the total number of points available*) points

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation; and
- (b) meet all mandatory technical evaluation criteria; and
- (c) obtain the required minimum of _____ (*insert minimum number of points*) points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of _____ (*insert the total number of points available*) points.

Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Federal Contractors Program for Employment Equity - Bid Certification

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

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

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

Delete the security requirement clause if not required.

Contractor personnel **MAY NOT ENTER** sites where PROTECTED/CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

6.2 Statement of Work *OR* Requirement

The contractor must provide the goods or services in accordance with the requirements stated herein and detailed under [Part 4, section 4.1.1 – Technical Evaluation](#) and at Annex "A" – (*Choose one of the following*) Statement of Work *OR* Requirement.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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.

6.3.1 General Conditions

Insert one of the following general conditions for the resulting contract.

[2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

OR

2010C (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Add the following when the General Conditions are 2010A and when there is 4003 - Supplemental General Conditions for Software as per the instructions in the SACC manual. See SACC 4003.

The **2010A** (2018-06-21), General Conditions - Goods (Medium Complexity) is appended with Section 32 - Intellectual Property Infringement and Royalties, as follows:

The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2) If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to [Department of Justice Act](#), R.S. 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3) The Contractor has no obligation regarding claims that were only made because:

- (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
- (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4) If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
- (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
- (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

Or if applicable, when the General Conditions are 2010C, use the following clauses when the contract contains a maintenance or service component. These clauses are from SACC 2010C.

6.3.2 Additional General Conditions

6.3.2.1 Conduct of the Work

- 1) The Contractor represents and warrants that:
 - a. it is competent to perform the Work;
 - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
- 2) The Contractor must:
 - a. perform the Work diligently and efficiently;
 - b. except for Government Property, supply everything necessary to perform the Work;
 - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - d. select and employ a sufficient number of qualified people;
 - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
 - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

6.3.2.2 Subcontracts

The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.

6.3.2.3 Harassment in the workplace

- 2) The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the [*Policy on Harassment Prevention and Resolution*](#), which is also applicable to the Contractor, is available on the Treasury Board Web site.
- 3) The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

6.3.2.4 Access to information

Records created by the Contractor, and under the control of Canada, are subject to the [Access to Information Act](#). The Contractor acknowledges the responsibilities of Canada under the [Access to Information Act](#) and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the [Access to Information Act](#) provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#) is guilty of an offence and is liable to imprisonment or a fine, or both.

6.3.3 Supplemental General Conditions

*Applicable only with General Conditions 2010A, delete if not applicable.
If applicable, use the appropriate **supplemental general conditions**. When more than one supplemental general conditions apply to the requirement, the contracting authority must identify the supplemental general conditions in ascending numerical sequence based on the identification number.*

4001 (2015-04-01) Hardware Purchase, Lease and Maintenance;
4003 (2010-08-16) Licensed Software; and
4004 (2013-04-25) Maintenance and Support Services for Licensed Software;
_____ (*insert number, date and title*).

apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from _____ (*fill in start date of the period*) to _____ inclusive (*fill in end date of the period*).

(Delete if not applicable) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

6.4.2 Delivery Date

The initial deliverables must be received on or before _____ (*insert the date*) OR within _____ days/months after Contract Award Date.

6.4.3 Option to Extend the Contract

For contracts that contain option period(s) only, insert the following clause. Otherwise, delete the title and renumber accordingly.

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to _____ additional _____ year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least _____ calendar days before the expiry date of the Contract. The option may only be exercised by the

Solicitation No. - N° de l'invitation
E60PV-19EQUI/A
Client Ref. No. - N° de réf. du client
E60PV-19EQUI

Amd. No. - N° de la modif.
File No. - N° du dossier
PV958. E60PV-19EQUI

Buyer ID - Id de l'acheteur
PV958
CCC No./N° CCC - FMS No./N° VME

Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified bellow:

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ ____ ____
Facsimile: ____ ____ ____
E-mail address: _____

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Technical Authority *(to be filled only at contract award)*

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ ____ ____
Facsimile: ____ ____ ____
E-mail address: _____

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative *(to be completed by the Contractor)*

The Contact Information's of the person responsible for:

General enquiries	Delivery Follow-up
Name: _____	Name: _____
Tel. No. _____ ext: _____	Tel. No. _____ ext: _____
Fax No. _____	Fax No. _____
E-mail address: _____	E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

*In contracts for services, insert SACC Manual clause **A3025C** in full text, to assist client departments in identifying contracts with former public servants and reporting this information in their Proactive Disclosure of Contracts. Use this clause in conjunction with **A3025T** or **A3026T**. Consult sections **3.90** and **7.65** of the Supply Manual for additional information.*

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

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B – Basis of Payment for a cost of \$ _____ *insert the amount at contract award*). Customs duties are Included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 Limitation of Expenditure

Insert for all cost reimbursable contracts and fixed time rate contracts subject to a limitation of expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are _____ *(insert "included", "excluded" or "subject to exemption")* and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being

exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Optional goods – Additional Quantities

Use the following clause if including options for additional quantities

For additional quantities of the deliverables in [Annex A/B \(select the applicable Annex\)](#), if Canada exercises its option, Canada will pay the Contractor the firm price(s) set out in Annex B – Basis of Payment. Customs duties are _____ (*insert: included, excluded OR subject to exemption*) and Applicable Taxes are extra.

6.7.4 Single Payment **OR** Multiple Payments

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- d. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- e. all such documents have been verified by Canada;
- f. the Work delivered has been accepted by Canada.

6.7.5 SACC Manual Clauses

SACC Manual Clause [A9117C](#) (2007-11-30) T1204 – Direct Request by Customer Department
SACC Manual Clause [C0100C](#) (2010-01-11) Discretionary Audit - Commercial Goods and/or Services
SACC Manual Clause [C2000C](#) (2007-11-30) Taxes - Foreign-based Contractor

6.8 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.

Use the following paragraph when invoices must be accompanied by supporting documents. The documents listed are examples only and must be revised to reflect the requirement. Delete this paragraph if no supporting documents are required.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;

- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

OR

- a. The original and one (1) copy must be forwarded to the following address for certification and payment.

_____ (*Insert the name of the organization*)

_____ (*Insert the address of the organization*)

- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

Insert additional distribution as applicable. The following is an example.

- c. One (1) copy must be forwarded to the consignee.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

The Contract 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*).

6.11 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 Articles of Agreement;
- (b) the supplemental general conditions _____ (*insert number, date and title*);
- (c) the general conditions _____ (*insert number, date and title*);
- (d) Annex A, Statement of Work **OR** Requirement;
- (e) Annex B, Basis of payment;
- (f) the Contractor's bid dated _____ (*insert date of bid, insert at the time of contract award*)

6.12 Defence Contract

Include the following clause by reference when the requirement is a defence contract as defined in the *Defence Production Act*.

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

6.13 SACC Manual Clauses

They may be additional clauses that are relevant to the requirement but are not already included in this template. These can be included by reference or in full text.

ANNEX "A" REQUIREMENT

(Name of the Department) has a requirement for the supply of **(insert name of requirement)**. The requirement must include all of the following:

List all of the deliverables/components.

Contract obligations for consideration may include:

Installation (THIS SECTION WILL REQUIRE INPUT FROM THE CLIENT)

Example:

The Contractor must deliver, install, integrate, and configure all deliverables at the location specified in the Contract.

The Contractor must unpack, assemble, and install the deliverables at the site. If applicable, this includes but is not limited to the provision of required moving and installation resources, packing material, vehicles, cranes, personnel, and floor protection panels.

The Contractor must supply all associated materials required to effect complete installation, integration and configuration of the deliverables at the site. This must include but not be limited to such things as all the required power connectors, cables, and any other accessories required to install, integrate and configure the deliverables.

Upon successful completion of the installation, integration and configuration of the deliverables, the Contractor must provide the Technical Authority with written notification that the deliverables are ready for testing.

The Contractor must maintain all work areas at the installation site(s) in a clean and tidy condition on completion of each day's work and on completion of acceptance, including the removal and disposal of all related packing material.

The Contractor must begin installation within _____ calendar days of delivery and must complete the installation within _____ calendar days from the installation start date.

Manuals (THIS SECTION WILL REQUIRE INPUT FROM THE CLIENT)

Example:

The Contractor must deliver 1 complete set of Documentation, in English and French (please check with your client to verify the language requirements and modify as needed) with the deliverables.

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This documentation must include all publications pertaining to technical specifications, installation requirements and operating instructions

Training (THIS SECTION WILL REQUIRE INPUT FROM THE CLIENT)

Example:

The Contractor must provide onsite training to the Client in English (and French if required by the client) for the following audience:

End User (up to xx): Training must include operation and manipulation of the equipment. The training should include but not be limited to product functionality, product features and limitations.

The Contractor must deliver the on-site training within _____ calendar days of installation.

Service (THIS SECTION WILL REQUIRE INPUT FROM THE CLIENT)

Example:

The Contractor must provide technical support of the system in accordance with supplemental general conditions 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance;

Response for service should be within 24 hours or less.

ANNEX "B" BASIS OF PAYMENT

Insert applicable tables or clauses based on examples below. Give each table a number for referencing purposes, especially if future amendments/tables are expected. Delete any title not applicable and renumber accordingly

B.1 REQUIREMENT

Table 1: Initial Requirement: Goods

Item	Product Number	Description	Number of Units	Unit of Issue	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
1				Each	\$	\$
2				Each	\$	\$
3				Each	\$	\$
			Total (applicable taxes are extra, if applicable)			\$ Sum of Items

Table 2: Initial Requirement: Services

Item	Product Number	Description	Number of Units or hours	Unit of Issue	Firm Unit Price or Rate	Extended Price (Number of Units X Firm Unit Price or Rate)
1				Each	\$	\$
2				Each	\$	\$
3				Each	\$	\$
			Total			\$ Sum of Items

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		(applicable taxes are extra, if applicable)	
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Table 3: Total of the Initial Requirement

Item	Description	Total
1	Table 1: Initial Requirement for Goods	\$
2	Table 2: Initial Requirement for Services	\$
Total (applicable taxes are extra, if applicable)		\$

Table 4: Optional Requirement:

Item	Product Number	Description	Unit of Issue	Firm Unit Price
1			Each	\$
2			Each	\$
3			Each	\$

Use the following clauses, if applicable

B.2 HOURLY RATES RELATED TO SERVICES REQUIREMENT

The firm hourly rates are all inclusive. They include the cost of labor, fringe benefits, general and administrative expenses, overhead, profit and the like, excepting only GST and HST if applicable. All expenses normally incurred in providing the services (i.e., project office space [including Supplier's hardware and software], word processing, reports, work estimates, photocopying, courier and telephone charges, local travel and the like) are included in the firm hourly rate identified hereunder, and will not be permitted as direct charges under any contract resulting from the Supply Arrangement. The Supplier is not permitted to charge hourly rates to prepare work estimates.

Update as required

The rates are in Canadian currency, Customs and duties are included, and Harmonized Sales Tax (HST) is extra, if applicable.

B.3 DIRECT EXPENSES

The Supplier will be reimbursed for expenses not covered in the Hourly Rates, in certain cases and at the sole discretion of Canada, where services outside of normal overhead expenses are required to complete the Work. Such expenses may be allowable as direct expenses given the service(s) is/are documented upon approval of the Estimate. These expenses will be reimbursed net of any discounts, with no mark-up, provided the costs are approved in advance by the Project Authority and they are reasonably and properly incurred in carrying out services.

B.4 TRAVEL AND LIVING EXPENSES

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

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All payments are subject to audit by Canada.

All travel must have prior authorization of the Project Authority.

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ANNEX E – COMPLETE LIST OF DIRECTORS

(Instructions, clauses and conditions, part 2)

Name	Position
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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ANNEX F to PART 3 OF THE REQUEST FOR SUPPLY ARRANGEMENTS

ELECTRONIC PAYMENT INSTRUMENTS

The Supplier 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)

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ANNEX G – ATTACHMENTS

1. **Supplier Contact Information's Template** (see word document)
2. **Product & Discount Template** (see excel document)