

On-going Opportunity for Qualification

This solicitation E60HN-200ACS/B is to allow new suppliers to become qualified. Suppliers who have been issued a supply arrangement under version /A are not required to submit a new offer in version /B. Any Supply Arrangement issued under the re-published version /B will have the same duration as the Supply Arrangements issued under the first /A solicitation process.

PART 1 - GENERAL INFORMATION

1. Introduction

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

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

This procurement contains a separate stream for a set aside under the federal government's procurement strategy for aboriginal business (PSAB).

For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business see [Article 9.40](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual) of the Supply Manual at <https://buyandsell.gc.ca/policy-and-guidelines/supply-manual>.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses. Further to Article 800 of the [Canadian Free Trade Agreement](#) (CFTA), CFTA does not apply to stream 1: PSAB.

The non-PSAB requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), Canada FTA's with Chile, Columbia, Honduras, Korea, Panama, Peru and Ukraine, as well as the Canadian Free Trade Agreement (CFTA).

2. Summary

The proposed Supply Arrangement (SA) will be used for the integration of a new Intrusion Detection and Access Control Systems (IDACS), the repair, upgrade and/or expansion of existing IDACS and will include the purchase of hardware, software and IDACS services. The requirement will be continuously posted on GETS for as long as the SA can satisfy Canada's requirements. More than one SA may be issued in either stream:

- Stream 1: Procurement Strategy for Aboriginal Business (PSAB)
- Stream 2: Non-PSAB

There are security requirements associated with this requirement. For additional information, consult Part 1 - General Information, and Part 6A - Supply Arrangement. For more information on personnel and organization security screening or security clauses, Suppliers should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website."

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, including areas subject to Comprehensive Land Claims Agreements (CLCAs) but excluding locations within Nunavut Settlement Area.

Any requirement for deliveries to locations within CLCAs areas within Nunavut will have to be treated as a separate procurement, outside of the resulting supply arrangements.

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.

3. Security Requirements

1. Upon issuance of a supply arrangement, the following conditions must be met:
 - (a) the Supplier must hold a valid organization security clearance as indicated in Part 6A - Supply Arrangement;
 - (b) the Supplier's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6A - Supply Arrangement;
 - (c) the Supplier must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Suppliers are reminded to obtain the required security clearance promptly. Any delay in the issuance of a supply arrangement to allow the successful Supplier to obtain the required clearance will be at the entire discretion of the Supply Arrangement Authority.
3. For additional information on security requirements, Suppliers should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

4. 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.

5. 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.

6. Accessible Canada Act

The *Accessible Canada Act* is intended to enhance the full and equal participation of all persons, especially persons with disabilities, in society. This is to be achieved through the progressive realization, under federal jurisdiction, of a Canada without barriers, particularly by the identification, removal and prevention of barriers.

PSPC has a role in implementing the Government of Canada's (GC) vision for a more accessible Canada because PSPC is working on various initiatives to apply accessibility requirements in procurement, which means ensuring that the goods and services the government buys are accessible and usable by the broadest range of government officials and Canadians who use it, including those with disabilities. This means that PSPC is engaged in supporting the delivery of

programs and services by other government departments, both of which are areas covered by the *Accessible Canada Act*.

PSPC is also committed to providing leadership to procure accessible ICT goods and services and supporting the goal of inclusive by design, accessible by default. This procurement may include accessibility requirements which are adopted from the EN 301 549 (2018) Harmonized European Standard Accessibility Requirements for ICT Products and Services. Please see Annex "H" for more details.

As the intention is for this initiative to take place progressively, suppliers should anticipate that, over time, the accessibility requirements in Canada's procurement contracts will evolve and may become more comprehensive.

PART 2 - SUPPLIER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2008 (2020-05-28) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSAs.

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

Delete: 60 days

Insert: 120 days

2. Submission of Arrangements

In order to submit their arrangements, vendors must contact the **Supply Arrangement Authority** listed at 5.1 of Part A of the supply arrangement.

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

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](#).

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.

5. Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority.

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by Suppliers to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

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.

7. Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

1. Arrangement Preparation Instructions

In order to submit their arrangements, vendors must contact the **Supply Arrangement Authority** listed at 5.1 of Part A of the supply arrangement.

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

- If the Supplier chooses to submit its arrangement electronically, Canada requests that the Supplier submits its arrangement gathered per section and separated as follows:
 - Section I: Technical Arrangement
 - Section II: Certifications
 - Section III: Additional Information
- 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 hard copy and 1 soft copy on USB key)
 - Section II: Certifications (1 hard copy and 1 soft copy on USB key)
 - Section III: Additional (1 hard copy and 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.

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:

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

Section I: Technical Arrangement

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

Section II: Certifications

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

Section III: Additional Information

1.1 Procurement Business Number (PBN) (Canadian suppliers)

The Procurement Business Number of the supplier is: _____
<https://buyandsell.gc.ca/for-businesses/register-as-a-supplier>

1.2 Electronic Payment of Invoices – Bid

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

- () VISA Acquisition Card;
- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International);
- () Electronic Data Interchange (EDI);
- () Wire Transfer (International Only);

If none are chosen, 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.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Mandatory Technical Criteria

The following mandatory requirements **MUST** be submitted with the offer for evaluation:

- A supplier is not obligated to submit an offer to both streams and all regions, but the supplier must clearly identify which stream(s) and region(s) is (are) being offered. See Annex "B" – Supplier Information
- For each offered stream and region, suppliers must supply products covering at least 7 of the 9 categories identified at Annex "C"
- Provide authorization letters from the OEM for all manufacturer's suggested retail price (MSRPs) list/ catalogue listed in the offer (Annex "I");
- All letters from OEM must contain the OEM representative's contact information (Annex "I")
- Provide level of Facility Security Clearance (FSC) and Document Safeguarding Capability (DSC) clearances obtained from CISD (if applicable).

2. Basis of Selection

An offer must comply with the requirements of the Request for Supply Arrangement (RFSA) and meet all mandatory technical evaluation criteria to be declared responsive. All responsive offers will be recommended for the issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

1. Certifications Required with the Arrangement

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

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.

1.2 Set-aside for Aboriginal Business (**FOR PSAB STREAM ONLY**)

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#) of the Supply Manual.
2. The Offeror:
 - i. Certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
 - ii. Agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
 - iii. Agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Offeror must check the applicable box below:
 - i. The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - ii. The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Offeror must check the applicable box below:
 - i. The Aboriginal business has fewer than six full-time employees.
OR
 - ii. The Aboriginal business has six or more full-time employees.
5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.

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

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

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

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

Printed name of owner and/or employee

Signature of owner and/or employee

Date

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.

2.1 Integrity Provisions – Required Documentation

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

2.2 Federal Contractors Program for Employment Equity – Supply Arrangement Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's

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

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

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

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

2.3 General Environmental Criteria Certification

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

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

Bidders' Authorized Representative Signature

Date

or

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

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

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

 Bidders' Authorized Representative Signature

 Date

2.4 Periodic Usage Reports - Supply Arrangement

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

The Supplier must provide this data in accordance with the reporting requirements detailed in the Supply Arrangement. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Supply Arrangement Authority.

The quarterly reporting periods are defined as follows:

Solicitation No. - N° de l'invitation
E60HN-200ACS/B
Client Ref. No. - N° de réf. du client
E60HN-200ACS

Amd. No. - N° de la modif.
File No. - N° du dossier
hn460.E60HN-200ACS

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

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

The data must be submitted to the Supply Arrangement Authority no later than 30 calendar days after the end of the reporting period.

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

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

Name:	
Tel.:	
Fax:	
E-Mail:	

Company Name

Supplier's Representative Signature

Date

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

1. Arrangement

The Supply Arrangement (SA) covers the Work and goods described in Annex "A" and Annex "C".

2. Security Requirements

If a security requirement is present at the time of issuing a contract through this SA, the client **MUST** identify the security requirements and use the appropriate SRCL and related clauses listed in Annex "D". The Security Requirement Checklist (SRCL) and the clauses will apply and form part of the contract issued against this SA.

Clients can send an email to ssi-iss@tpsgc-pwgsc.gc.ca for confirmation that the company is cleared.

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.

3.1 General Conditions

[2020](#) (2020-07-01) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

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 "E". 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 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.

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

4. Term of Supply Arrangement

4.1 Period of the Supply Arrangement (to be completed at issuance of SA)

The Supply Arrangement has no defined end-date and will remain valid until such time as Canada no longer considers it to be advantageous to use it.

The period for awarding contracts under the Supply Arrangement begins _____.

4.2 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, including areas subject to Comprehensive Land Claims Agreements (CLCAs), excluding locations within in Nunavut.

For any work in a Land Claim area, Identified Users are to encourage SA holders to utilize local vendors to perform any work.

Any requirement for deliveries to locations within CLCAs areas within Nunavut will have to be treated as a separate procurement, outside of the supply arrangement and must be sent to the Supply Arrangement Authority listed at 5.1.

4.3 Updating Manufacturer Suggested Retail Price lists (MSRP)/ Catalogue

The Suppliers will be allowed to modify the MSRP lists/ catalogues once every six (6) months, upon written confirmation from the Manufacturer. In the event that more than one OEM's MSRP lists/ catalogues is submitted, the SA authority reserves the right to choose the MSRP list/ catalogue that will be included in the SA.

5. Authorities

5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Steve Dumaresq— Supply Specialist

Public Works and Government Services Canada - Acquisitions Branch

Industrial Products and Vehicles Procurement Directorate - "HN" Division

4125, 4th Fl. East Tower, L'Esplanade Laurier Bldg, 140 O'Connor St. Ottawa ON K1A 0S5

Telephone: 613-296-1704

E-mail address: steve.dumaresq@tpsgc-pwgsc.gc.ca

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

5.2 Supplier's Representative

i. General product information and Receipt of contract requests from client departments as per Annex "B".

ii. Person responsible for submitting quarterly reports to the Supply Arrangement Authority: (to be completed at issuance of SA)

Name: _____

Tel.: _____

Fax: _____

E-Mail: _____

6. Identified Users

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

7. On-going Opportunity for Qualification

A Notice will be posted permanently 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.

8. Contract Limits

Contract limits under this Supply Arrangement issued by clients must not exceed \$400,000 (all inclusive, taxes included) for product categories/services listed herein. This limit includes the Goods and Services or Harmonized Sales Tax and delivery charges.

The Supply Arrangement cannot be used for any requirement above \$400,000, all-inclusive (taxes included).

9. Contract Instruments

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

9.1 Orders using the Government of Canada Acquisition Card

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

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

9.2 Numbering of contracts paid for by Acquisition Cards

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

Contracts paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other contract.

10. 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 (2020-07-01) General Conditions - Supply Arrangement - Goods or Services
- (c) Annex "A" – Requirement
- (d) Annex "B" – Supplier Information
- (e) Annex "C" – MSRP List
- (f) Annex "D" – Security Requirement Check List (SRCL)
- (g) Annex "E" – Bid Solicitation Form
- (h) Annex "F" – Resulting Contract Clauses
- (i) the Supplier's arrangement dated _____ (*insert date of arrangement*) (*if the arrangement was clarified or amended, insert at the time of issuance of the arrangement: "as clarified on _____" or "as amended _____". (Insert date(s) of clarification(s) or amendment(s), if applicable).*

11. Certifications and Additional Information - 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.

12. 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 _____ (*insert the name of the province or territory as specified by the Supplier in the arrangement, if applicable*).

13. 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.

14. Supplier's Responsibility

- a) The supplier is responsible for, but not limited to,
- Providing all mandatory quarterly reports, as required, within the agreed time frame;
 - Resolving problems that may arise on a timely basis;
 - Selling only products listed in Annex "C";
 - Selling only services listed in Annex "A"
 - Complying with all terms and conditions of the SA.

If the above-mentioned requirements are not respected, the supply arrangement may be set aside and the supplier be subject to corrective measures applicable to supplier performance.

- b) The supplier must write to the Supply Arrangement Authority to add or delete manufacturers from Annexes "C" of the Supply Arrangement.

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

15. Responsibility of Identified Users

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

- Complying with the contract limits mentioned herein;
- Complying with all terms and conditions of the Supply Arrangement;
- Providing funding required to purchase products;
- Ensuring that the requirements are for official government use only;
- Providing the appropriate provincial sale tax exemption license number, if applicable;
- Not apportioning requirements among several contracts in order to get around SA limits;
- Indicating, on a contract awarded under a SA, a detailed description of the requirement. These contracts will be sent to suppliers in electronic format in order to facilitate completing the quarterly reports that the SA Holder is required to submit to the Supply Arrangement Authority;
- Conduct Green Procurement as defined in the government's Policy on Green Procurement;
- Advising Public Works and Government Services Canada (PWGSC) of any problem with a supplier;
- Conduct a reasonable quality inspection of goods upon receipt, and immediately advise supplier of any damages or perceived damages.

16. Travel and Living Expenses - National Joint Council Travel Directive

If the work location, as confirmed by the client, is more than 100KM as the crow flies from the contractor's address, as indicated on page 1 of the supply arrangement, the contractor can include travel and living expenses. These expenses must be 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 "travellers", rather than those referring to "employees"

B. BID SOLICITATION

1. Bid Solicitation Documents

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

PWGSC-TPSGC [9400-3](#), Bid Solicitation and [9400-4](#), Contract.

For all requirements under this SA, Identified User must use the bid solicitation document in Annex "E" - Bid Solicitation Form.

2. Bid Solicitation Process

For requirements where the estimated price does not exceed \$25,000, all-inclusive (taxes included):

- Bid solicitations may be directed by the Identified User to any one (1) or more of the Supply Arrangement holders authorized for the region of delivery.
- Equivalent products should always be considered unless a justifiable technical reason prevents it (i.e. compatibility, interconnectivity, etc.).
- Use Annex "E", Solicitation Template with forms [9400-3](#) and [9400-4](#).

For requirements where the estimated price is between \$25,000 and \$75,000, all-inclusive (taxes included):

- Bid solicitations are to be issued by the Identified User to at least three (3) Supply Arrangement holders authorized to sell the required OEM products and/or services for the region of delivery.
- Equivalent products should always be considered unless a justifiable technical reason prevents it (i.e. compatibility, interconnectivity, etc.).
- Use Annex "E", Solicitation Template with forms [9400-3](#) and [9400-4](#).

For requirements where the estimated price is between \$75,000 and \$400,000, all-inclusive (taxes included):

- Bid solicitations are to be issued by the Identified User to all Supply Arrangement holders authorized to sell the required OEM products and/or services for the region of delivery.
- Equivalent products should always be considered unless a justifiable technical reason prevents it (i.e. compatibility, interconnectivity, etc.).
- For any requirement above \$100,000 (all-inclusive), the Identified User is required to post an NPP (Notice of Proposed Procurement) on the Government tender Site for a period of no less than 15 calendar days.
- Use Annex "E", Solicitation Template with forms [9400-3](#) and [9400-4](#).

Solicitation No. - N° de l'invitation
E60HN-200ACS/B
Client Ref. No. - N° de réf. du client
E60HN-200ACS

Amd. No. - N° de la modif.
File No. - N° du dossier
hn460.E60HN-200ACS

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

The Supply Arrangement cannot be used for any requirement above \$400,000, all-inclusive (taxes included).

The party responsible for the solicitation bid and contract award process must obtain price support in all cases where a sole responsive bid has been received, in accordance with the provisions set out in Standard Instructions - Goods or Services - Competitive 2003.

As part of its ongoing commitment to improve the environment and the quality of life of Canadians, Identified Users are to apply the Policy on Green Procurement, which seeks to reduce the environmental impacts of government operations and promote environmental stewardship by integrating environmental performance considerations in the procurement process.

A copy of the standard procurement template(s) can be requested by suppliers from the Supply Arrangement Authority or the Contracting Authority, as applicable.

For any questions related to **Annex "H" – Accessibility Requirements**, designated users are to submit their enquiries to ssc.aaact-aatia.spc@canada.ca.

C. RESULTING CONTRACT CLAUSES

The conditions of any contract awarded under the SA will be in accordance with the resulting contract clauses of the template used for the bid solicitation. Refer to Annex "F" - Resulting Contract Clauses.

ANNEX "A" – Requirement

This Supply Arrangement (SA) is for the integration of a new Intrusion Detection and Access Control Systems (IDACS), the repair, upgrade and/or expansion of existing IDACS and will include the purchase of hardware, software and IDACS services.

There are many different IDACS currently in use by client departments within the Federal Government. Clients will be able to choose vendors who offer products compatible with the systems in place and may already be managing the warranty for the existing systems.

Clients will be required to make a note to file as to the reason for their choice and will be subject to Audits conducted by the Supply Arrangement Authority.

Goods

Suppliers must submit MSRPs for all sub-categories listed in Annex "C" for which they are submitting an arrangement for as well as what services. Canada reserves the right to reject any MSRP list in whole or in part that does not fall under IDACS

The following equipment, although related to IDACS, are not included in this SO as they are available on other PWGSC and/or SSC procurement tools:

- IT equipment : Desktop, laptops, tablets, PC accessories and peripherals, monitors
- Servers
- CCTV
- LAN/WAN devices: Network switches, modems, routers...

Services

Suppliers can offer the following services related to IDACS requirements through this supply arrangement:

General Labour

- Field Technician (Installation / Service Labour)
- Systems Programming/Network Technician
- Project Manager
- Systems CAD drawings
- Cardholder Management / Database Migration
- Professional Engineering Services (PES)

Under this SA, the following will be defined as follows:

- Business hours: Monday to Friday, from 8h-17h.
- Non-business hours: After hours, weekends, statutory holidays
- All rates provided under this SA and subsequent contract include travel time and parking. For all service calls, time will start when vendor signs in at client location.

Annex "B" – Supplier Information

Streams:

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

Security Clearance:

- None Reliability Secret

Regional Contact Information

Region	General enquiries	Region	General enquiries
<input type="checkbox"/> British-Columbia		<input type="checkbox"/> Yukon	
Name:		Name:	
Telephone:		Telephone:	
E-mail:		E-mail:	
<input type="checkbox"/> Prairies (AB, SK, MB)		<input type="checkbox"/> Northwest Territories	
Name:		Name:	
Telephone:		Telephone:	
E-mail:		E-mail:	
<input type="checkbox"/> Ontario (excl. NCR)		<input type="checkbox"/> National Capital Region (NCR)	
Name:		Name:	
Telephone:		Telephone:	
E-mail:		E-mail:	
<input type="checkbox"/> Québec (excl. NCR)		<input type="checkbox"/> East Coast (NS, PEI, NB, NL)	
Name:		Name:	
Telephone:		Telephone:	
E-mail:		E-mail:	

Services

The supplier will be offering the following services through this supply arrangement

- General Labour
- Field Technician (Installation / Service Labour)
- Systems Programming/Network Technician
- Project Manager
- Systems CAD drawings
- Cardholder Management / Database Migration
- Professional Engineering Services (PES)

Annex "C" MSRP List

Goods considered allowable must be Intrusion Detection and Access Control System (IDACS) devices or proprietary accessory equipment, designed and marketed for IDACS specific uses, approved by PWGSC. List every MSRP that you are representing along with its name and/or number, the date.

Item	Description	Sub-category	OEM MSRP	Date
01	Card Access Control Panels And Associated Components (I.E. Communication And Other Related Modules);	Controllers		
		Downstream boards		
		Communication Devices		
02	System/Card Access Software Head End	Software		
		Badge Stations		
03	Turnstiles	Replacement parts		
		Barriers		
04	Edge devices	Proximity Readers & keypads		
		Biometric Readers & Keypads		
		Request-to-exit devices		
		Door contacts		
		Audible Alarms		
05	Door locking devices	Electric strikes		
		Mag locks		
		Specialized locks		
06	Badging equipment and consumables	Printers		
		Readers		
		Lanyards		
		Auxiliary devices		
		Cards		
		Keyfobs		
07	Burglar Alarm Control Panels And Associated Components	Control panels		
		Zone expanders		
		Keypads		
		Communicators		
08	Burglar Alarm Edge Devices/Sensors	Motion Detectors		
		Glass Break Detectors		
		Emergency Devices (Panic Alarms)		
		Door Contacts		
		Environmental devices (vibration sensors, heat/smoke detectors)		
09	Intercom Equipment	Door		
		Master		
		Sub-Master Stations		

Solicitation No. - N° de l'invitation
E60HN-200ACS/B
Client Ref. No. - N° de réf. du client
E60HN-200ACS

Amd. No. - N° de la modif.
File No. - N° du dossier
HN460.E60HN-200ACS

Buyer ID - Id de l'acheteur
HN329
CCC No./N° CCC - FMS No./N° VME

ANNEX "D" – Security Requirement Check List

If a requirement is not only for the purchase of equipment, but determined as containing a security requirement, the user must include the appropriate level SRCL and related security clauses.

[Centralized Professional Services ePortal - Professional Services - Buying and Selling - PSPC \(tpsgc-pwgsc.gc.ca\)](#)

or

[Security requirements - Centralized Professional Services ePortal - Professional Services - Buying and Selling - PSPC \(tpsgc-pwgsc.gc.ca\)](#)

Users are to choose the SRCL that corresponds to their security needs as well as the security clauses associated with the SRCL.

Annex "E" - Bid Solicitation

(To be used with form 9400-3)

Instructions to client (in Green) are to be applied if applicable and deleted prior to sending solicitation document.

1. Security Requirement

There is no security requirement associated with the requirement. OR

Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in "Resulting Contract Clauses";
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in "Resulting Contract Clauses";
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

2. Requirement

This solicitation and resulting contract are issued against the Supply Arrangement (SA) series E60HN-200ACS and all terms and conditions of the SA apply.

Vendor is requested to submit a bid for all items and/or services listed at Appendix "1.E" – Statement of Work attached. (Attach Appendix "1.E" to solicitation)

3. Standard Instructions, Clauses and Conditions

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 (____) (insert the most recent date of the Standard Acquisition Clauses and Conditions (SACC) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

OR

The 2004 (____) (insert the most recent date of the Standard Acquisition Clauses and Conditions (SACC) 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 (insert, as applicable: 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.

4. Submission of Bids

Bids must be submitted to the Contracting Authority identified at Article 5.1 of Annex "F" - Resulting Contract Clauses, by _____. (Insert the time and date of closing)

5. Inquiries - Bid Solicitation

All Inquiries must be submitted to the Contracting Authority identified no later than _____ calendar days before the bid closing date. Inquiries received after that time may not be answered.

6. Evaluation Procedures

Bids received will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria specified below:

6.1 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation. Suppliers may only bid products from Annex "C" and/or services from Annex "A".

6.2 Financial Evaluation - Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, DDP Delivered Duty Paid (destination), Incoterms 2000, including Canadian customs duties and excise taxes. The Goods and Services tax and/or Harmonized Sales Tax are excluded if applicable.

6.3 Basis of Selection

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

7. Resulting Contract Clauses

Please refer to Annex "F" - Resulting Contract Clauses of the Supply Arrangement E60HN-200ACS.

8. Certifications and Additional Information

8.1 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.

8.2 SACC Manual Clauses (if applicable)

SACC Reference	Section	Date
<u>A3005T</u>	Status and Availability of Resources	yyyy-mm-dd
<u>A3010T</u>	Education and Experience	yyyy-mm-dd

Annex "F" – Resulting Contract Clauses

(To be used with form 9400-4)

1. Security Requirement

There is no security requirement associated with the requirement. **OR**

The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract. (Insert the necessary security clauses from Annex "D")

2. Requirement

Please refer to Appendix 1.E – Statement of work

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 (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

3.1 General Conditions

(Insert the most recent date of the Standard Acquisition Clauses and Conditions (SACC) and remove the clause(s) that does not apply)

For requirements under \$ 25,000:

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

For requirements over \$ 25,000:

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

Solicitation No. - N° de l'invitation
E60HN-200ACS/B
Client Ref. No. - N° de réf. du client
E60HN-200ACS

Amd. No. - N° de la modif.
File No. - N° du dossier
HN460.E60HN-200ACS

Buyer ID - Id de l'acheteur
HN329
CCC No./N° CCC - FMS No./N° VME

3.2 SACC Manual Clauses (if applicable)

SACC Reference	Section	Date
<u>B1501C</u>	Electrical Equipment	yyyy-mm-dd
<u>B7500C</u>	Excess Goods	yyyy-mm-dd

4. Term of Contract

All the deliverables must be received on or before _____ (insert the date) OR

The period of the Contract is from _____ to _____ inclusive (insert the dates)

5. Authorities

5.1 Client Contracting Authority

The Contracting Authority for the Contract is:

Name: _____

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 Project Authority

The Project Authority for the Contract is:

Name: _____

Address: _____

Telephone : _____

E-mail address: _____

The Project Authority 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 Project Authority; however the Project 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

Name: _____

Address: _____

Telephone : _____

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 of \$_____ (insert the amount at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

6.2 Limitation of Price

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.

6.3 Single Payment or Multiple Payments

SACC Manual clause H1000C (yyyy-mm-dd) Single Payment

OR

SACC Manual clause H1001C (yyyy-mm-dd) Multiple Payments

6.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s) (remove payment types that do not apply):

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

7. 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.

If applicable, each invoice must be supported by:

- i. a copy of time sheets to support the time claimed;
- ii. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

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

Solicitation No. - N° de l'invitation
E60HN-200ACS/B
Client Ref. No. - N° de réf. du client
E60HN-200ACS

Amd. No. - N° de la modif.
File No. - N° du dossier
HN460.E60HN-200ACS

Buyer ID - Id de l'acheteur
HN329
CCC No./N° CCC - FMS No./N° VME

8. 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 as specified by the Supplier in the arrangement, if applicable)*.

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 Agreement;
- (b) the general conditions _____ *(insert number, date and title)*;
- (c) Appendix 1.E Statement of Work **OR** Requirement;
- (d) Annex X, Security Requirements Check List *(if applicable)*;
- (e) the Contractor's bid dated _____ *(insert date of bid)* *(If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” **OR** “, as amended on _____” and insert date(s) of clarification(s) or amendment(s))*

10. Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and Delivered Duty Paid -DDP- *(insert the named place of destination)* Incoterms 2000 for shipments from a commercial contractor.

Solicitation No. - N° de l'invitation
E60HN-200ACS/B
Client Ref. No. - N° de réf. du client
E60HN-200ACS

Amd. No. - N° de la modif.
File No. - N° du dossier
HN460.E60HN-200ACS

Buyer ID - Id de l'acheteur
HN329
CCC No./N° CCC - FMS No./N° VME

Appendix 1.E – Statement of work **OR** Requirement

Solicitation No. - N° de l'invitation
E60HN-200ACS/B
Client Ref. No. - N° de réf. du client
E60HN-200ACS

Amd. No. - N° de la modif.
File No. - N° du dossier
HN460.E60HN-200ACS

Buyer ID - Id de l'acheteur
HN329
CCC No./N° CCC - FMS No./N° VME

Annex "G" – Usage Report
(will be inserted at issuance of Supply Arrangement)

Solicitation No. - N° de l'invitation
E60HN-200ACS/B
Client Ref. No. - N° de réf. du client
E60HN-200ACS

Amd. No. - N° de la modif.
File No. - N° du dossier
HN460.E60HN-200ACS

Buyer ID - Id de l'acheteur
HN329
CCC No./N° CCC - FMS No./N° VME

Annex "H" – Accessibility Requirements

(Applicable to government clients using the supply arrangement)

Solicitation No. - N° de l'invitation
E60HN-200ACS/B
Client Ref. No. - N° de réf. du client
E60HN-200ACS

Amd. No. - N° de la modif.
File No. - N° du dossier
HN460.E60HN-200ACS

Buyer ID - Id de l'acheteur
HN329
CCC No./N° CCC - FMS No./N° VME

Annex "I" – Manufacturer authorization letters

Public Services and Procurement Canada
L'Esplanade Laurier Bldg. 4th Fl. East Tower
140 O'Connor St. Ottawa ON
K1A 0R5

Date

Attention: Steve Dumaresq

Reference: E60HN-200ACS

This letter certifies that: (check applicable box(es))

() 1) Offerors Company Name is an authorized dealer/reseller of Manufacturers Company Name products and is approved to supply the Government of Canada with Security Hardware products, under MSRP list/ catalogue name / number;

and/or

() 2) Offerors Company Name is an authorized installer of Manufacturers Company Name products and is approved to provide installation services;

through the standing offer E60HN-200ACS.

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

Best Regards,
[Signature]

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

INFORMATION

**The following are questions received from suppliers during the initial Request for Supply Arrangements (RFSA) E60HN-200ACS/A.
(Supplier may also review the original set by searching for E60HN-200ACS/A.)**

Q1- Previous Access Control Standing Offers established a supplier ranking per product vendor. In the new Standing Offer I do not see a supplier ranking approach. Instead it looks like suppliers are qualified for a product, but not ranked. Then for future end user requirements, suppliers qualified for the product will be invited to provide proposals based on requirements, and suppliers will be awarded based on lowest price for each requirement. Is this the correct understanding?

A1- The solicitation is a request for supply arrangement (RFSA) not a standing offer. Once qualified, suppliers will be invited to provide bids based on a client's requirements and region. The supply arrangement (SA) provides instructions depending on the value of the requirement. Those necessitating a competitive process will be issued based on lowest compliant bidders.

Q2- For the submission, each product the supplier is to provide their OEM Letter and a copy of the OEMs MRSP CDN price list. Is there a requirement to provide a table showing discount off MRSP and labour rates for evaluation. I do not see this identified in the RFP document, however wanted to ensure I was not overlooking a requirement for the submission.

A2- As this is a SA, there are no financials per se at this stage. Vendors will be providing their discounts, per diems and/or hourly rates in their bids to clients. For this solicitation, we require the OEM letter (Annex "I") with each MSRP list.

Q3- Annex C (Page 25). Are we to complete Annex C for each product vendor individually?

A3- No, we're requesting that vendors list the OEM that offers product that fall under a subcategory. You can have more than one OEM listed in a subcategory as long as have supplied the Annex "I" for each.

Q4- Can you confirm what is to be included in column 'OEM MSRP'.

A4- We are looking for name and date of MSRPs that will be made available to clients through this SA. To ensure that everyone is on the same page, an OEM's MSRP must be the same for all SA holders offering an OEM.

Q5- Each sub category can include multiple product codes. In the 'OEM MSRP' column do we reference the file name for the OEM's price list or are you looking for the detailed product codes for each sub category.

A5- We're looking for the name and date of the MSRPs.

Ex:

07	Burglar Alarm Control Panels And Associated Components	Control panels	OEM #1 OEM #2	2019-05-05 2020-03-05
		Zone expanders	OEM #1	2019-05-05
		Keypads	OEM #3	2020-09-05
		Communicators	OEM #1	2019-05-05

Q6- I am attempting to download these forms (9400-3 and 9400-4) and I keep getting this site can't be reached. Is it possible this form can be emailed to me?

A6- The two 9400 documents are for clients to use once the supply arrangements have been issued. Vendors will receive them from clients.

Q7- May we provide authorization letters from OEM on a company letterheads?
A7- No, vendors **must** use Annex "I", as per Part 4, section 1.1 Mandatory Technical Criteria.

Q8- Do we have to provide a contact for all regions?
A8- No. However, you can only submit one contact per region.

Q9- Are supposed to send you a copy of the MSRPs along with our bid?
A9- Yes, please provide an electronic copy of all MSRPs you wish to submit, along with a completed copy of Annex "I" for each.

Q10- Can we submit an MSRP in USD?
A10- Vendors **MUST** submit the most up-to-date MSRP in Canadian dollars. Only **ONE** version of an MSRP will be accepted throughout the Supply Arrangement. However, if a Canadian MSRP is not available, Offerors may submit a MSRP in US dollars. Please note that, as per **4.3 Updating Manufacturer Suggested Retail Price lists (MSRP)/ Catalogue of Part A, 4. Term of Supply Arrangement**, in the event that more than one MSRP is submitted, the SA authority reserves the right to choose the MSRP that will be included in the SA.

Q11a- In the case where there are multiple OEM MSRP lists per Sub-Category, how are respondents to enter this information?
Q11b- When providing the submission, are we to edit the PDF documents in a PDF editor to complete them or is there a place we can download an editable form?
A11- If you need an MSWord copy, please send your request to:
Steve.dumaresq@pwgsc-tpsgc.gc.ca

Q12- How do we know what security manufactures the government uses or may require in the future?
A12- We do not have a specific list of manufactures. We are asking vendors to submit MSRPs based on the categories and sub-categories in Annex "C".

Q13- Is the purpose of providing an MSRP list with the submission used to indicate which products the Service provider can provide to Canada?
A13- Yes and they will also be used as tools for the clients to help evaluate which instructions/thresholds their requirement.

Q14- Must we use Annex I for the authorization letters or can we supply a different one?
A14- As indicated in A7 from Amd No. 3, vendors **must** use Annex "I", as per Part 4, section 1.1 Mandatory Technical Criteria. All letters submitted that did not use Annex I from solicitation E60HN-200ACS will not be accepted and that OEM will not be listed in the vendor's offer.

Q15- Can we get the authorization letter from the distributor?
A15- No, we are requesting authorization letters from the manufacturers. We cannot accept authorization letters from third parties.

~~Q16- Can the word "Dealer" be substituted for the word "Reseller" in Annex I?
A16- See point 1 of this amendment.~~

Q17- Are we to use "PWGSC-TPSGC 9400-3, Bid Solicitation" as the first page of our solicitation? **B. BID SOLICITATION, 1. Bid Solicitation Documents** indicates "The following forms must be used for the first page of the bid solicitation document and the first page of the resulting contract document."
A17- What you will be submitting is an offer, not a solicitation. The instructions at **1. Bid Solicitation Documents** are instructions to the clients that will use the SA and it will be the first

page of the solicitation when they send their solicitations (RFP) to SA holders.

Q18a- Are we supposed to add the MSRP content in Annex "C"?

Q18b- Is this the format to use for Annex "C"?

	Item	Description	Sub-category	Sub-category Description	OEM MSRP	Date
2	1	Card Access control panels OEM "A" / OEM "B"	Expansion kit Model #	Expansion Kit includes ...	\$	Nov-20

A18- No. Annex "C" is not to enter detailed MSRP information. It lists which MSRPs are available under each sub-category. Furthermore, vendors are not to change the format of the documents or add/remove rows or columns from the annex.

Here is an example of what is required.

Item	Description	Sub-category	PDSF	Date
2	System/Card Access, Software Head End	Software	OEM "A"	2020-01-01
			OEM "B"	2020-06-07
			OEM "C"	2020-12-15
		Badge Stations	OEM "B"	2020-06-07
			OEM "C"	2020-12-15

~~Q19- We would like to request an extension of at least 1 week.~~

~~A19- The closing date will be extended to 2021-01-18.~~

Q20- What is the level of performance for pretty well all of the items listed. For example does the intercom system need to be video IP or two-way analog?

A20- At this point, there are no set requirements. Clients will be identifying them when they use the supply arrangements. It is one of the main reason we are not asking for specific MSRPs but rather what vendors can offer in the listed categories/sub-categories.

Q21a- Which specific documents are required in Section I Technical Agreement?

Q21b- Which section are each of the mandatory criteria elements stipulated in 4.1.1 to be included in?

A21- Vendors can add annexes B, C, and I along with the MSRPs.

Q22- Which section is the signed solicitation cover sheet to be included in?

A22- Vendors can submit their signed cover page to any of the sections.

Q23- For Offerors submitting an Offer for both a PSAB and a non-PSAB streams, can it be done so in a single submission, or must the entire submission be duplicated?

A23- They can be submitted as one, as long as all of the required documentation for the PSAB stream is provided.

Q24- Are we required to submit prices for the services?

A24- No, there are no discounts or service prices (hourly or per diem) listed in the supply arrangement.

Q25- Must we check off each region listed in Annex B that we wish to supply goods/services to?

A25- the "check mark" is not mandatory as long as the contact information has been provided.

Solicitation No. - N° de l'invitation
E60HN-200ACS/B
Client Ref. No. - N° de réf. du client
E60HN-200ACS/B

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

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

Q26- For the security clearance, must we supply all levels we have?
A26- No, only the highest level.

Q27- Must we send you all pages of the RFSA or just the required information?
A27- No, as long as we have all of the information/signatures requested throughout the solicitation.

All other terms and conditions remain unchanged.