



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
Bid Fax: (819) 997-9776

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

Offer to: Department of Public Works and Government Services

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

Offre au: Ministère des Travaux publics et des Services
gouvernementaux

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

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 Dental Equipment and Supplies Dental Supplies, Instruments and Equipment, Parts & Accessories, Services	
Solicitation No. - N° de l'invitation E60PV-20DENT/B	Date 2022-01-12
Client Reference No. - N° de référence du client E60PV-20-DENT	GETS Ref. No. - N° de réf. de SEAG PW-\$\$PV-960-80846
File No. - N° de dossier pv960.E60PV-20DENT	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2022-02-22 Heure Normale du l'Est HNE	
Delivery Required - Livraison exigée	
Address Enquiries to: - Adresser toutes questions à: O'Gorman, Cindy	Buyer Id - Id de l'acheteur pv960
Telephone No. - N° de téléphone (819)712-1748 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	
Security - Sécurité This request for a Supply Arrangement does not include provisions for security. Cette Demande pour un arrangement ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

Request for Supply Arrangements (RFSA) and Request for Standing Offer (RFSO) sub-agreement

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 INTRODUCTION.....	4
1.2 SUMMARY	4
1.3 SUPPLY ARRANGEMENT/STANDING OFFER SUB-AGREEMENT	5
1.4 DEBRIEFINGS	6
1.5 USE OF AN E-PROCUREMENT SOLUTION (EPS).....	7
PART 2 - SUPPLIER INSTRUCTIONS	8
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	8
2.2 SUBMISSION OF ARRANGEMENTS	8
2.3 FORMER PUBLIC SERVANT - NOTIFICATION.....	9
2.4 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - NOTIFICATION.....	9
2.5 ENQUIRIES - REQUEST FOR SUPPLY ARRANGEMENTS	9
2.6 APPLICABLE LAWS.....	9
2.7 BID CHALLENGE AND RECOURSE MECHANISMS.....	9
PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS	11
3.1 ARRANGEMENT PREPARATION INSTRUCTIONS.....	11
3.2 SECTION I: TECHNICAL ARRANGEMENT	11
3.3 SECTION II: FINANCIAL ARRANGEMENT	11
3.4 SECTION III: CERTIFICATIONS	12
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	13
4.1 EVALUATION PROCEDURES.....	13
4.2 PHASED BID COMPLIANCE PROCESS (PBCP).....	13
4.3 TECHNICAL EVALUATION	17
4.3.1 MANDATORY TECHNICAL CRITERIA.....	17
4.3.2 POINT RATED TECHNICAL CRITERIA	18
4.4 BASIS OF SELECTION - MINIMUM POINT RATING	22
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	23
5.1 CERTIFICATIONS REQUIRED WITH THE ARRANGEMENT.....	23
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A SUPPLY ARRANGEMENT AND ADDITIONAL INFORMATION.....	23
PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES	24
A. SUPPLY ARRANGEMENT.....	24
6.1 ARRANGEMENT	24
6.2 SECURITY REQUIREMENTS	24
6.3 COMPREHENSIVE LAND CLAIMS AGREEMENTS (CLCAs).....	24
6.4 STANDARD CLAUSES AND CONDITIONS.....	24
6.5 TERM OF SUPPLY ARRANGEMENT	25
6.6 AUTHORITIES	25

6.7	IDENTIFIED USERS	26
6.8	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	26
6.9	ON-GOING OPPORTUNITY FOR QUALIFICATION	26
6.10	PRIORITY OF DOCUMENTS – SUPPLY ARRANGEMENT	26
6.11	CERTIFICATIONS AND ADDITIONAL INFORMATION.....	27
6.12	APPLICABLE LAWS.....	27
6.13	TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS)	27
B.	BID SOLICITATION AND RESULTING CONTRACT CLAUSES.....	28
6.14	BID SOLICITATION AND CONTRACT DOCUMENTS	28
6.15	BID SOLICITATION PROCESS.....	29
6.16	CONTRACT LIMITS	29
6.17	CONTRACT PROCEDURES	30
6.18	EMERGENCY REQUIREMENT AND URGENT ACQUISITIONS.....	33
6.19	SACC <i>MANUAL</i> CLAUSES	33
6.20	ELECTRONIC PAYMENT OF INVOICES – CONTRACT.....	34
6.21	SHIPPING INSTRUCTIONS	34
6.22	DISPUTE RESOLUTION.....	34
6.23	COMPLIANCE WITH ON-SITE MEASURES, STANDING ORDERS, POLICIES, AND RULES	35
6.24	SUSPENSION OF THE WORK	35
PART 7 -	STANDING OFFER SUB-AGREEMENT AND RESULTING CONTRACT CLAUSES.....	36
A.	STANDING OFFER.....	36
7.1	OFFER.....	36
7.2	STANDARD CLAUSES AND CONDITIONS.....	36
7.3	TERM OF STANDING OFFER	36
7.4	AUTHORITIES	36
7.5	CALL-UP PROCEDURES	37
7.6	CALL-UP INSTRUMENT	38
7.7	LIMITATION OF CALL-UPS	39
7.8	PRIORITY OF DOCUMENTS – STANDING OFFER	39
7.9	PRICE LISTS.....	39
B.	RESULTING CONTRACT CLAUSES	40
7.10	STATEMENT OF WORK.....	40
7.11	STANDARD CLAUSES AND CONDITIONS.....	40
7.12	TERM OF CONTRACT	40
7.13	PAYMENT	40
7.14	INVOICING INSTRUCTIONS – CALL-UP	41
7.15	INSURANCE – NO SPECIFIC REQUIREMENT	41
7.16	SACC <i>MANUAL</i> CLAUSES	42
7.17	DISPUTE RESOLUTION.....	42
7.18	ANTI-FORCED LABOUR REQUIREMENTS	42
ANNEX A –	STATEMENT OF WORK	44
ANNEX B –	PRODUCT & DISCOUNT TEMPLATE – SUPPLY ARRANGEMENT	54
	B - 1 PROCEDURES DURING SOLICITATION PERIOD – THE PRODUCT & DISCOUNT TEMPLATE INSTRUCTIONS	54
ANNEX C –	LOW DOLLAR VALUE CONTRACT CLAUSES.....	56
ADDENDUM 1 TO ANNEX C-SIMPLE	CONTRACT TEMPLATE	68

Solicitation No. - N° de l'invitation
E60PV-20DENT/B
Client Ref. No. - N° de réf. du client
E60PV-20DENT

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.E60PV-20DENT

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

ANNEX D – MEDIUM COMPLEXITY (MC) TEMPLATE	69
ANNEX E – SUPPLY ARRANGEMENT USAGE REPORTING	90
ANNEX F – DENTAL PRICE LIST – STANDING OFFER SUB-AGREEMENT	91
F - 1 PROCEDURES DURING SOLICITATION PERIOD – THE DENTAL PRICE LIST TEMPLATE INSTRUCTIONS	91
ATTACHMENT 1 – SUPPLIER CONTACT LIST	93
ATTACHMENT 2 – LIST OF SERVICES OFFERED	94
ATTACHMENT 3 – REGIONAL COVERAGE	95
ATTACHMENT 4 – ENVIRONMENTAL COMMITMENT	96
ATTACHMENT 5 – ELECTRONIC PAYMENT INSTRUMENTS	97
ATTACHMENT 6 – COMPLETE LIST OF DIRECTORS	97

PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Supply Arrangements (RFSA) and Request for Standing Offer (RFSO) sub-agreement is divided into seven 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/RFSO;
- Part 3 Arrangement/Offer Preparation Instructions: provides Suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement, the offer and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation and 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 and includes general information for the conditions which will apply to any contract entered into pursuant to the SA.
- Part 7 7A, Standing Offer sub-agreement, and 7B, Resulting Contract Clauses:
- 7A, includes the Standing Offer containing the offer from the Supplier and the applicable clauses and conditions;
- 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer sub-agreement.

The Annexes include the Requirement; the SA Product & Discount Template and instructions; an example of the Low Dollar Value Contract Clauses and a Simple Contract Template; an Example of the Medium Complexity Bid Solicitation and resulting Contract Template; the Supply Arrangement Usage Reporting; and the SO Dental Price List and instructions. The Attachments include the Supplier Contact List; the List of Services Offered; the Electronic Payment form; and the List of Directors form.

Note: The Examples of the Low Dollar Value and Medium Complexity templates (**Annex C & D**) are NOT to be filled out by suppliers. They are to be used solely by Identified Users when issuing contracts under the awarded Supply Arrangements. They are included in the RFSA as a reference to suppliers only.

1.2 Summary

1.2.1 Description

Canada has a requirement to establish a Supply Arrangement and Standing Offer sub-agreement for the supply and delivery of Dental Supplies, Dental Instruments, Small and Large Dental Equipment, Parts, Accessories and Services as detailed in **Annex A**, 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*.

A list of UNSPSC Dental classes is included in the Request for Supply Arrangement/Request for Standing Offer sub-agreement. The products authorized under the Supply Arrangement and Standing Offer, fall within those classes of products and are commercially available, off-the-shelf dental supplies, instruments, equipment, parts and accessories and services related to these goods.

Suppliers will be requested to identify which of these Dental classes of products they can provide. Only the products under those Commodities will be authorized under the resulting Supply Arrangement/Standing Offer sub-agreement.

Canada intends to award several Supply Arrangements to qualifying suppliers. These Supply Arrangements may include an integrated Standing Offer sub-agreement. Suppliers will have an ongoing opportunity for qualification, to allow new Suppliers to become qualified and awarded a Supply Arrangement.

1.2.2 Comprehensive Land Claims Agreements (CLCAs)

The Request for Supply Arrangements and Standing Offers sub-agreement (RFSA/RFSO) is to establish Supply Arrangements that include National Master Standing Offers sub-agreements for the delivery of the requirement detailed in the RFSA/RFSO to the Identified Users across Canada, **including** areas subject to Comprehensive Land Claims Agreements (CLCAs), **excluding** the Nunavut Settlement Area (NSA).

Any requirement for deliveries to locations within CLCA areas within Nunavut will have to be treated as a separate procurement, outside of the resulting Supply Arrangement/Standing Offer sub-agreement.

1.2.3 epost Connect service

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

1.2.4 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

1.2.5 Applicability of COVID-19 vaccination requirements to individual solicitations and call-ups

The requirement covered by the bid solicitation of any resulting supply arrangement and the call-ups made against any resulting standing offer sub-agreement may be subject to a vaccination requirement pursuant to the COVID-19 Vaccination Policy for Supplier Personnel.

1.3 Supply Arrangement/Standing Offer sub-agreement

1.3.1 Supply Arrangement

Supply Arrangements are non-binding agreements between Public Works and Government Services Canada (PWGSC) and pre-qualified 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.

The Supply Arrangement will be for products **NOT** included in the supplier's submitted price list.

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 at **6.14** Bid Solicitation Process. No supplier shall undertake any of the specified Work unless and until a Contract is awarded by the Identified User.

The Supply Arrangement will have no defined end-date and will remain valid until such time as Canada no longer considers it to be advantageous to use it. Suppliers will have an ongoing opportunity for Qualification, 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.

1.3.2 Standing Offer

A Standing Offer is an offer from a supplier to provide goods and/or services to clients at prearranged prices or pricing basis and under set terms and conditions for a specified period on an as-and-when requested basis. When a call-up is made against a standing offer, it indicates Canada's acceptance of the supplier's offer and creates a contract unilaterally. A separate contract is entered into each time a call-up is made against a standing offer. Canada's liability to pay the supplier is limited to the actual value of the call-ups made within the period specified in the standing offer.

The Standing Offer sub-agreement will be for products **included** in the supplier's submitted price list.

The proposed Standing Offer sub-agreement will be for a period of 3 years with an additional two (2) one (1) year option periods. Suppliers who qualify for the Supply Arrangement and who choose to submit a price list will be awarded a Standing Offer sub-agreement as part of their Supply Arrangement. The products authorized under the Standing Offer, will be commercially available, off-the-shelf dental supplies, instruments and equipment, parts and accessories under \$25,000.00 per unit price. Following issuance of the Supply Arrangement and Standing Offer sub-agreement, it is the Offeror's responsibility to supply and update price lists. Product offering changes and additions will be done once a calendar year or at Canada's sole discretion.

1.3.3 Terminology

The Request for Supply Arrangements (RFSA) and Request for Standing Offer (RFSO) sub-agreement *and* the resulting Supply Arrangement (SA) and Standing Offer (SO) sub-agreement will here-in be referred to as the Request for Supply Arrangement (RFSA) and Supply Arrangement (SA)/Arrangement respectively for simplicity, unless otherwise indicated. Reference to Suppliers and Offerors are used interchangeably and refer to the supplier who submits a proposal pursuant to this Request for Supply Arrangement/Standing Offer sub-agreement.

1.4 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 or by telephone.

Solicitation No. - N° de l'invitation
E60PV-20DENT/B
Client Ref. No. - N° de réf. du client
E60PV-20DENT

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.E60PV-20DENT

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

1.5 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 Article **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 Arrangements (RFSA) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

- I. 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](#) (2020-05-28) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

- II. Suppliers (considered interchangeably as Offerors in the context of Standing Offers) who also decide to submit an offer in the form of a price list agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s):

The [2007](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Non-competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days
Insert: 180 days

2.2 Submission of Arrangements

To be included in the first round, arrangements must be submitted electronically either through epost connect or Facsimile to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit, as specified below, by the date, and time indicated on page 1 of the RFSA. Arrangements submitted after this date will be kept for evaluation in subsequent rounds.

PWGSC Bid Receiving Unit

Facsimile number: (819) 997-9776

epost Connect: tpsgc.dgareceptiondессoumissions-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 Supplier is using its own licensing agreement for epost Connect.

No arrangement shall be sent directly to the PWGSC Supply Arrangement Authority.

Due to the nature of the Request for Supply Arrangement, hard copy bids (paper or soft copies on media) submitted 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 5 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 as well as the Standing Offer (SO) and any contract awarded under the SO 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.

2.7 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.

Solicitation No. - N° de l'invitation
E60PV-20DENT/B
Client Ref. No. - N° de réf. du client
E60PV-20DENT

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.E60PV-20DENT

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

- (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

3.1 Arrangement Preparation Instructions

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

Due to the nature of the RFSA, arrangements transmitted by hard copy (paper or soft copies on media) will not be accepted.

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

3.2 Section I: Technical Arrangement

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

3.3 Section II: Financial Arrangement

3.3.1 Supply Arrangement:

Suppliers must submit the financial arrangement in accordance with **Annex B**, Product & Discount Template by including the external attachment in Excel, The Product & Discount Template (Dental PDT - MPR.xlsx) according to the instructions at **B - 1 PROCEDURES DURING SOLICITATION PERIOD – The Product & Discount Template Instructions**.

3.3.2 Standing Offer Sub-Agreement:

If suppliers choose to submit a price list, they must submit their financial arrangement in accordance with **Annex F, DENTAL PRICE LIST – STANDING OFFER sub-agreement** by including the external attachment in Excel.

3.3.3 Electronic Payment of Invoices

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete **Attachment 5**, Electronic Payment Instruments, to identify which ones are accepted.

If **Attachment 5**, 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.

Solicitation No. - N° de l'invitation
E60PV-20DENT/B
Client Ref. No. - N° de réf. du client
E60PV-20DENT

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.E60PV-20DENT

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

3.4 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 and financial 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.

4.2 Phased Bid Compliance Process (PBCP)

4.2.1 (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, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER 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 BID 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 A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER 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 BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid 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 Bidder 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 bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation 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 Bidder 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 Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.2.2 (2018-03-13) Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid 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 bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid 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 Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders 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 Bidder will be entitled to remedy only that part of its Financial Bid 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 Bid, 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 Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder 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 Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. 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 Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.2.3 (2018-03-13) Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid 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 solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder 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 Bidder'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 Bidder 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 Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

- (e) The Bidder'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 Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder 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 Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder 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 Bid 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 Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid 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 Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder'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 Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.2.4 (2018-03-13) Phase III: Final Evaluation of the Bid

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

4.3 Technical Evaluation

4.3.1 Mandatory Technical Criteria

The Phased Bid Compliance Process will apply to 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.

M1. Mandatory Requirement 1: Product & Discount Template

The Supplier must complete and submit with their arrangement the **Annex B –Product & Discount Template**. Instructions on how to fill out the Product and Discount Template can be found in **Annex B1 – Product and Discount Template Instructions**. Only line items that have information submitted will be eligible for the Phased Bid Compliance Process. Line items with no information submitted will be excluded from the Phased Bid Compliance Process.

The following information must be completed in Annex B – Product & Discount Template:

M1.A UNSPSC Class Product Offering

The Supplier must identify the UNSPSC classes that it is authorized to sell in Canada. This list will be used to identify which suppliers will be invited in future solicitations resulting from the Supply Arrangement for specific type of goods.

M1.B List of Manufacturer

The Supplier must list the manufacturers for which it is authorized to sell their products for each class of goods.

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

M1.C Discount

The Supplier must indicate the minimum percentage discount offered for goods with a per unit value of **\$25,000** or less. The discount can be applied to the class by category of goods (supplies, instruments, small and large equipment) OR by manufacturer in each Class. The discount will apply for the entire period of the Supply Arrangement, including the option years. Additional discounts can be applied at the time of contract, if applicable.

M2. Mandatory Requirement 2: Offeror Contact Information

The Supplier must complete the Supplier Contact Information Template included as an external attachment in Excel at **Attachment 1 – Supplier Contact List**.

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 or Call-ups (if different from the sales representative per region).

M3. Mandatory Requirement 3: 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, Article 1.2 Allowable 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. The supplier must specify the regions to which they can cover with their services. The supplier must provide this information in **Attachment 2 – List of Services**.

M4. Mandatory Requirement 4: Years in business

The Supplier must demonstrate that they have been in business for over three (3) years from the Request for Supply Arrangement initial 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.

M5. Mandatory Requirement 6: Medical Device Establishment Licence (MDEL)

Suppliers must provide a copy of their MDEL and evidence that application for review of their MDEL was submitted to Health Canada before bid closing date, if applicable.

4.3.2 Point Rated Technical Criteria

In addition to meeting all of the mandatory evaluation criteria at **Article 4.3.1**, 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.

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

The Supplier should clearly describe its customer service principles. The supplier should provide details of their operations in the following areas:

- a) Customer Service;
- b) Pre-Sales Technical support;
- c) Post-Sales Technical support; and
- d) Warranty application process

200 points: Outstanding – exceeds the established minimum. The Supplier has provided a detailed response addressing all aspects of their customer service principles including a minimum of 4 different details for each area requested.

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, a minimum of 2 different details for each area requested.

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.

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

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

The Supplier should specify the regions to which the Goods (supplies, equipment, and parts & accessories) can be shipped and/or regions of service offerings as applicable.

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)

Points will be allocated as follows depending on the supplier's business stream (either Goods and Services or Services alone). The suppliers must submit their response by completing

Attachment 3 – REGIONS OF COVERAGE.

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.

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

The Supplier should describe the client experience on their website. Start by providing the website address (this will be included in **Article 6.5.3** for client use). The supplier should describe the following website features and provide examples/screenshots to illustrate content as applicable:

- a) Home page
- b) Search functionality
- c) Product detail page/technical specifications
- d) Client account functionality (availability of online ordering, order tracking, purchase history, invoicing, etc)

It is understood that suppliers have varying levels of web presence and if a feature is not currently in place, what are the work arounds or future plans? Points will be allocated based on the supplier addressing the criteria as indicated above as follows:

60 points: Outstanding - exceeds the established minimum. The Supplier has provided a detailed description of the client experience on their website and examples of website pages were included. (minimum of 4 different experiences).

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. (minimum of 2 different experiences).

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.

R4. RATED REQUIREMENT 4: Environmental Commitment (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.

It is understood that suppliers have varying levels of environmental commitment based on the supplier's business evolution. If a certain policy or commitment is not currently in place, your statement should describe how you are currently considering the criteria, what are your future plans, partnerships, collaborations?

Failure to submit the requested documents or provide a statement as 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? This could include a certification (ex: ISO 14001, or other environmental management system recognized by a third party)?			Provide a <u>statement</u> on your internal environmental management system/policy or provide third party environmental certification.

R4-2	Eco-labels that indicate certification of products or equipment as being environmentally preferable.			<u>Submit documented evidence</u> identifying any eco-label certification that indicates that some of your products and processes as environmentally preferable.
R4-3	Content of hazardous chemicals or implementation of a Chemical management policy.			Provide a <u>statement</u> describing your chemical management policy that includes a statement of how the company assesses and reduces human and ecosystem health impacts or how the company chooses manufacturers with a chemical management system.
R4-4	Energy efficiency measures, such as use of ENERGY STAR qualified equipment in your operations.			<u>Submit documented evidence</u> of some of your ENERGY STAR qualified equipment.
R4-5	User instructions for green performance			<u>Submit documented evidence</u> of an instruction manual (relevant pages) that instructs users on how to use the product to minimize the environmental impact during any of the following events: installation, use, service and recycling/disposal, including instructions on how to minimize consumption of energy, water, consumable materials/parts, and emissions.
R4-6	Product Longevity - Major components designed to be disassembled and replaceable			Provide a <u>statement</u> describing how your products have major components designed to be disassembled so that they can be repaired/replaced by users or ensure that spare parts are available for the expected service life of the equipment.
R4-7	Recyclable and reusable packaging			Provide a <u>statement</u> describing how packaging used is recyclable or reusable.
R4-8	Disposal or take back program			Provide a <u>statement</u> describing any recycling of systems and/or components or any take back programs offered to customers of your products.

Solicitation No. - N° de l'invitation
E60PV-20DENT/B
Client Ref. No. - N° de réf. du client
E60PV-20DENT

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.E60PV-20DENT

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

4.4 Basis of Selection - Minimum Point Rating

To be declared responsive, an arrangement must:

- (a) comply with all the requirements of the Request for Supply Arrangement/Request for Standing Offer sub-agreement;
- (b) agree to all terms and conditions without making exceptions;
- (c) meet all mandatory technical evaluation criteria;
- (d) include all required information; and
- (e) 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 (a), (b), (c), (d) or (e) 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)/Standing Offer sub-agreement.

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.

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 property 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 a list of the names of its Board of Directors (complete **Attachment 6**), which will be used to verify conformance to the Integrity Provisions.

PART 6 – SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

6.1 Arrangement

The Supply Arrangement covers the requirement described in the Statement of Work at **Annex A**. The Supply Arrangement will be for products **NOT** included in the supplier's submitted price list.

6.2 Security Requirements

There is no security requirement applicable to the Supply Arrangement.

Contractor/Offer 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 Comprehensive Land Claims Agreements (CLCAs)

The Supply Arrangement (SA) and Standing Offer sub-agreement is for the delivery of the requirement detailed in the SA/SO to the Identified Users across Canada, **including** areas subject to Comprehensive Land Claims Agreements (CLCAs), **excluding** the Nunavut Settlement Area (NSA).

Any requirement for deliveries to locations within CLCA areas within Nunavut will have to be treated as a separate procurement, outside of the resulting Supply Arrangement/Standing Offer sub-agreement.

6.4 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.

6.4.1 General Conditions

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

6.4.2 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 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 fifteen (15) calendar days after the end of the reporting period.

6.5 Term of Supply Arrangement

6.5.1 Period of the Supply Arrangement

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 ([on the award date of the first Supply Arrangement](#)).

6.5.2 Delivery Points

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

6.6 Authorities

6.6.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Cindy O'Gorman
Supply Specialist
Public Works and Government Services Canada
Commercial Consumer Products Directorate
L'Esplanade Laurier, East Tower, 7th floor
140 O'Connor Street, Ottawa, Ontario, K1A 0R5

Telephone: (819) 712-1748

E-mail address: TPSGC.PAAprovisionDentaire-APDentalProcurement.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.

6.6.2 Supplier's Representative ([Note to Supplier: this clause will be updated based on responses in the Supplier Contact Information template Attachment 1](#))

6.6.2.1 Person responsible for the administration of the Supply Arrangement.

Name: _____

Telephone: _____

E-mail address: _____

6.6.2.2 Person responsible of receiving future Request for Proposal resulting from the Supply Arrangement.

Name: _____

Telephone: _____

E-mail address: _____

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

A more comprehensive Supplier Contact List based on region or province are available as an attachment on the SOSA application on Buy and Sell as a government only access.

6.6.3 Supplier's Website

The Supplier's website address is: _____
(Note to Supplier: this clause will be updated based on response in Point Rated Technical Criteria R3)

6.7 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.

6.8 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.

6.9 On-going Opportunity for Qualification

An ongoing 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.

6.10 Priority of Documents – Supply Arrangement

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

- (a) the articles of the Supply Arrangement;
- (b) the general conditions [2020](#) (2020-07-01), General Conditions - Supply Arrangement - Goods or Services;
- (c) **Annex A**, Statement of Work
- (d) **Annex B**, Product and Discount Template;
- (e) **Attachment 2**, List of Services Offered; and

Solicitation No. - N° de l'invitation
E60PV-20DENT/B
Client Ref. No. - N° de réf. du client
E60PV-20DENT

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.E60PV-20DENT

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

(f) the Supplier's arrangement dated _____ (*insert date of arrangement, insert at the time of issuance of the arrangement*)

6.11 Certifications and Additional Information

6.11.1 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.

6.12 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 Ontario.

6.13 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.

B. BID SOLICITATION AND RESULTING CONTRACT CLAUSES

6.14 Bid Solicitation and Contract Documents

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

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

- (a) **Simple**, for low dollar value requirements (below \$100K for "Goods" or "Goods and Services", and below \$200K for "Services only"), general conditions [2029](#) will apply to the resulting contract. The low dollar value contract clauses are found at **Annex C** and a template for creating the contract is found in **Addendum 1 to Annex C**.
- (b) **MC**, for medium complexity requirements (above \$100K for "Goods" or "Goods and Services", and above \$200K for "Services only"), general conditions [2010A](#) (Goods) or [2010C](#) (Services) will apply to the resulting contract (see attached example template at **Annex D**);
- (c) **HC** (for high complexity requirements), general conditions [2030](#) (Goods) or [2035](#) (Services) will apply to the resulting contract.

Note: References to the HC, MC and Simple 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.

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

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 ([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 (RFSAs), 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.

6.15 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.

6.15.1 Request for proposal stage

Supply Arrangement holders will be given the opportunity to provide an estimate or to bid on the RFP's, as defined under **6.17** – Contract Procedures. The RFP's will include a detailed requirement, the expected delivery date, the evaluation criteria, basis of selection and other pertinent information (as 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.

6.16 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 Supplies, Instruments, Equipment, Parts and Accessories, and Services

- less than or equal to \$100,000, all-inclusive (taxes included) – NON-COMPETITIVE
- greater than \$100,000 and less than \$750,000, all-inclusive (taxes included) – COMPETITIVE
- greater than \$750,000, all-inclusive (taxes included) – COMPETITIVE

Limitation of requirements for Services only

- less than or equal to \$200,000, all-inclusive (taxes included) – NON-COMPETITIVE
- greater than \$200,000, all-inclusive (taxes included) – COMPETITIVE

6.17 Contract procedures

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

Requirements for Equipment, Parts and Accessories, Services and Supplies

6.17.1 Estimated price is less than or equal to \$100,000, all-inclusive (taxes included):

- (a) Considered to be NON-COMPETITIVE at this value threshold.
- (b) Identified users must consult the Product and Discount "*Search Tool – Outil de recherche E60PV-20DENT vX.xlsm*" to determine which SA holders offer the type of product required.
- (c) Identified Users (IU) may, within their discretion, send a request for quotation to one or more Supply Arrangement (SA) holders authorized, as per client department guidelines. Users 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.
- (d) Prepare and issue a contract using the low dollar contract (LDV) clauses, departmental template, or purchase using an Acquisitions Card if accepted by the supplier. The LDV clauses can be found at **Annex C** of the SA and a working template can be found in the SOSA app under "Additional Items" called **Addendum 1 to Annex C** – Simple Template. If using Acquisitions Card and departmental templates, include the following reference: "*the terms and conditions of SA E60PV-20DENT apply to and form part of this requirement.*"
- (e) Before awarding the contract, Identified users must consult the Product and Discount "*Search Tool – Outil de recherche E60PV-20DENT vX.xlsm*" to determine the discount applicable for each required product category or manufacturer from the chosen SA holder.
- (f) The delivery deadlines as negotiated and specified in the Contract must be adhered to.
- (g) 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

6.17.2 Estimated price is greater than \$100,000 and less than \$750,000, all-inclusive (taxes included):

- (a) Considered to be COMPETITIVE at this value threshold.
- (b) Identified Users (IU), must describe the requirement, including specifications, criteria, quantities and basis of selection.
- (c) Prepare the Request for Proposal (RFP) using the Medium Complexity bid solicitation template which can be found at **Annex D** of the SA and a working template can be found in the SOSA app under "Additional Items".
- (d) If Comprehensive Land Claims Agreements (CLCAs) apply, the CLCA procurement obligations of the specific modern treaties must be addressed by the IU when issuing any bid solicitation under the SA that may be subject to CLCAs. Refer to Supply Manual 9.35. The most common obligation is the notification of the procurement to the land claimant group(s) in accordance to 9.35.35 of the Supply Manual.

- (e) Consult the Product and Discount “*Search Tool – Outil de recherche E60PV-19EQUI vX.xlsm*” to determine which SA holders will be invited for the Request for Proposal based on the required equipment or products. You must send the RFP to all the suppliers identified in your search result. If less than three (3) SA holders are identified under the required category, or if the IU chooses to combine a requirement and multiple categories of equipment or products are required, the IU must send the RFP to all Supply Arrangement holders.
- (f) The Request for Proposal will be sent by email to the person responsible for receiving Request for Proposals resulting from the Supply Arrangement. The contact list can be found in **Attachment 1** of the SA or in the SOSA app under “Supplier Contact Information”. A list of RFP contacts for all SA holders can be found in the SOSA app under “Additional Items”.
- (g) The Suppliers must be given at least 15 calendar days to bid.
- (h) At the same time that the RFP is sent to the suppliers, a Notice of Proposed Procurement (NPP) must be published on the Government Electronic Tendering Service (GETS) for the same length of time. A bilingual template for the Notice of Proposed Procurement can be found in the SOSA app under “Additional Items”.
- (i) The Identified Users (IU) will receive bids, evaluate proposals and award the contract as per the Request for Proposal. If only 1 bid has been received in response to a Request for Proposal, the IU will confirm that the prices are fair and reasonable in accordance with 10.50.1 of the Supply Manual.
- (j) After contract award, an award notice must be posted on the Government Electronic Tendering Service (GETS).
- (k) 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

6.17.3 Estimated price is greater than \$750,000, all-inclusive (taxes included):

- (a) Identified Users (IU), must submit a signed 9200 requisition to PWGSC for processing.
- (b) Identified Users (IU), must provide a description of the requirement, including quantities, technical specifications and evaluation criteria that will be provided to the assigned PWGSC Contracting Authority.
- (c) PWGSC, will prepare the Request for Proposal using the Medium or High Complexity bid solicitation templates.
- (d) If Comprehensive Land Claims Agreements (CLCAs) apply, the CLCA procurement obligations of the specific modern treaties must be addressed by the IU when issuing any bid solicitation under the SA that may be subject to CLCAs. Refer to Supply Manual 9.35. The most common obligation is the notification of the procurement to the land claimant group(s) in accordance to 9.35.35 of the Supply Manual.
- (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 holders by email to the person responsible for receiving Request for Proposal resulting from the Supply Arrangement. The contact list can be found in **Attachment 1** of the SA or in the SOSA app under “Supplier Contact Information”. A list of RFP contacts for all SA holders can be found in the SOSA app under “Additional Items”.
- (g) The Suppliers must be given at least 40 calendar days to bid.
- (h) At the same time that the RFP is sent to the suppliers, a Notice of Proposed Procurement (NPP) must be published on the Government Electronic Tendering Service (GETS) for the same length of time. A bilingual template for the Notice of Proposed Procurement can be found in the SOSA app under “Additional Items”.

- (i) PWGSC will receive bids, Canada will evaluate proposals and PWGSC will award the contract as per the Request for Proposal. If only 1 bid has been received in response to a Request for Proposal, the IU will confirm that the prices are fair and reasonable in accordance with 10.50.1 of the Supply Manual.
- (j) After contract award, an award notice must be posted on the Government Electronic Tendering Service (GETS).
- (k) 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

6.17.4 Requirements for Services only, where the estimated price is less than or equal to \$200,000, all-inclusive (taxes included):

- (a) Considered to be NON-COMPETITIVE at this value threshold.
- (b) Identified users can consult **Attachment 2** – List of Services Offered to determine which SA holders offer the type of service required.
- (c) Identified Users (IU) may, within their discretion, send a request for quotation to one or more Supply Arrangement (SA) holders authorized, as per client department guidelines.
- (d) Prepare and issue a contract using the low dollar contract (LDV) clauses, departmental template, or purchase using an Acquisitions Card if accepted by the supplier. The LDV clauses can be found at **Annex C** of the SA and a working template can be found in the SOSA app under "Additional Items" called **Addendum 1 to Annex C** – Simple Template. If using Acquisitions Card and departmental templates, include the following reference: *"the terms and conditions of SA E60PV-20DENT apply to and form part of this requirement."*
- (e) The schedule of work 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.

6.17.5 Requirements for Services only, where the estimated price greater than \$200,000, all-inclusive (taxes included):

- (a) Identified Users (IU), must submit a signed 9200 requisition to PWGSC for processing.
- (b) Identified Users (IU), must provide a description of the requirement, including details of work required, evaluation criteria and time frame, that will be provided to the assigned PWGSC Contracting Authority.
- (c) PWGSC, will prepare the Request for Proposal using the Medium or High Complexity bid solicitation templates.
- (d) If Comprehensive Land Claims Agreements (CLCAs) apply, the CLCA procurement obligations of the specific modern treaties must be addressed by the IU when issuing any bid solicitation under the SA that may be subject to CLCAs. Refer to Supply Manual 9.35. The most common obligation is the notification of the procurement to the land claimant group(s) in accordance to 9.35.35 of the Supply Manual.
- (e) The Request for Proposal must be sent to all Supply Arrangement holders by email to the person responsible of receiving Request for Proposal resulting from the Supply Arrangement. The contact list can be found in **Attachment 1** of the SA or in the SOSA app under "Supplier Contact Information". A list of RFP contacts for all SA holders can be found in the SOSA app under "Additional Items".
- (f) The Suppliers must be given at least 40 calendar days to bid.
- (g) At the same time that the RFP is sent to the suppliers, a Notice of Proposed Procurement (NPP) must be published on the Government Electronic Tendering Service (GETS) for the same length

of time. A bilingual template for the Notice of Proposed Procurement can be found in the SOSA app under "Additional Items".

- (h) PWGSC will receive bids, Canada will evaluate proposals and PWGSC will award the contract as per the Request for Proposal. If only 1 bid has been received in response to a Request for Proposal, PWGSC will confirm that the prices are fair and reasonable in accordance with 10.50.1 of the Supply Manual.
- (i) After contract award, an award notice must be posted on the Government Electronic Tendering Service (GETS).
- (j) The Supplier shall not undertake any of the specified Work unless and until a Contract against a Supply Arrangement is issued by PWGSC.

6.18 Emergency Requirement and Urgent Acquisitions

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

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

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

for processing.

6.18.1 Emergency Requirements and Urgent Acquisitions Procedure

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 and who may provide the following:

1. on-call service outside normal business hours at no extra cost;
2. agree to give Contracts issued by the Supply Arrangement Authority their highest priority for allocation of goods or services;
3. ability to deliver the initial requirement in the shortest period;
4. has the shortest delivery period overall; and
5. ability to handle "pandemic-sized" orders'.

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

1. PV Division will send a Price and Availability (P&A) enquiry to the SA holders authorized under the required commodity of products as identified on the Product and Discount list.
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.

6.19 SACC Manual Clauses

[A9117C](#) (2007-11-30) T1204 - Direct Request by Customer Department

A9131C (2020-11-19) Controlled Goods Program – Contract
B1501C (2018-06-21) Electrical Equipment
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

6.20 Electronic Payment of Invoices – Contract

(Note to Supplier: this clause will be updated based on responses to Attachment 5)

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

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

6.20.1 Payment by Credit Card

The credit cards VISA and MasterCard and Government of Canada Acquisition Cards are accepted only if they appear in the Supplier's Arrangement in **Article 6.20**.

6.21 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 2010 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.

6.21.1 Prepaid Transportation Costs

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.

6.22 Dispute Resolution

- a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "**Dispute Resolution**".

Remark to Contracting Authority: **NEW COVID-19 Vaccination Policy for Supplier Personnel as per PN-152*** The vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel applies to all Government of Canada contracts that involve services (including goods contracts that have a services component and construction services) where, in order to perform the work, contractor and subcontractor personnel access Government of Canada workplaces (i.e., places of work owned or operated by the Government of Canada) where they may come into contact with public servants.**

If the requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel, include SACC Manual clause 4013 - Compliance with on-site measures, standing orders, policies, and rules, and, if using general conditions 2010A, 4014 - Suspension of the work.

NOTE: Since 4013 and 4014 are not yet available in the SACC Manual, the full text of 4013 and 4014 have been added in full text to the contract articles 6.23 and 6.24. Once these clauses are available in SACC, the template will be updated to incorporate them.

If the requirement is not subject to this Policy, delete the following 2 articles.

6.23 Compliance with on-site measures, standing orders, policies, and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

6.24 Suspension of the work

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 23 entitled "Default by the Contractor" or section 24 entitled "Termination for convenience" of general conditions 2010A (2020-05-28).
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

PART 7 - STANDING OFFER SUB-AGREEMENT AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

- 7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at **Annex A**. The Standing Offer sub-agreement will be for products ***included*** in the supplier's submitted price list.

7.2 Standard Clauses and Conditions

In addition to the Standard Clauses and Conditions identified in **Part 6 under Supply Arrangement**, the following clauses will apply in reference to the Standing Offer Sub-agreement.

7.2.1 General Conditions

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

7.2.2 Standing Offer Reporting

The Offeror must compile and maintain records, on its provision of goods or services or combination of goods and services to Identified Users under any and all contracts resulting from the Standing Offer sub-agreement. This data must also include all purchases paid for by a Canada acquisition card.

The Offeror must provide this data, along with any Supply Arrangement Reporting, in electronic format (Excel spreadsheet format), in accordance with the reporting requirements detailed at **Annex E – Supply Arrangement Reporting**.

7.3 Term of Standing Offer

7.3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is for a period of 3 years from ([the award date of the first Supply Arrangement/Standing Offer sub-agreement](#)) to ([end date](#)) inclusive; and

7.3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one-year periods under the same conditions and at the rates or prices specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Supply Arrangement Authority thirty days before the expiry date of the Standing Offer. A revision to the Supply Arrangement will be issued by the Supply Arrangement Authority.

7.4 Authorities

In addition to the authorities listed under the Supply Arrangement **Article 6.6**, the following is specific to the Standing Offer sub-agreement.

7.4.1 Project Authority

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

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

7.4.2 Supplier's Representative (Note to Supplier: this clause will be updated based on responses in the Supplier Contact Information template Attachment 1)

7.4.2.1 Person responsible for the administration of the Standing Offer.

Name: _____

Telephone: _____

E-mail address: _____

7.4.2.2 Person responsible of receiving future Call-Ups against the Standing Offer.

Name: _____

Telephone: _____

E-mail address: _____

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

A more comprehensive Supplier Contact List based on region or province are available as an attachment on the SOSA application on Buy and Sell as a government only access.

7.5 Call-up Procedures

7.5.1 Prior to issuing a Call-up, identify the need and/or requirement and then consult the **Dental Price List** to determine which SO holder(s) offer the type of product that best meets the technical merit on an item by item basis. If the requirement includes products that are not on the Dental Price List, the client should follow the Contract Procedures process under the Supply Arrangement at article 6.17.

7.5.2 Identified Users must document their procurements in accordance with existing procurement policies and practices within each client department.

7.5.3 The Identified Users are to verify that the Offeror can satisfy the entirety of the order within the delivery times required.

- 7.5.4** Before awarding the call-up, Identified Users must consult the **Dental Price List** to determine if the correct price/discount is applied for each product from the chosen SO holder.
- 7.5.5** Authorized Call-ups against this Standing Offer must be made using duly completed 942 call-up form by methods such as facsimile, electronic mail or any other method deemed acceptable by both the Identified User and the Offeror.
- 7.5.6** No costs incurred before the receipt of a signed Call-up or equivalent document can be charged to this Standing Offer.
- 7.5.7** If by error or omission the Identified User fails to apply the correct price to an item, it is the responsibility of the Offeror to notify the Identified User of the error prior to delivery.
- 7.5.8** Upon receipt of a Call-up, the Offeror must provide the Authorized User with the best available price, including any further price reductions as a result of special offering due to volume discounts, year-end or surplus manufacturing runs, special job lots, sales, clearances or promotions.
- 7.5.9** Any modifications to the original call-up must be supported by the issuance of a subsequent form in accordance with the Standing Offer terms and conditions in effect at the time of call-up.
- 7.5.10** For urgent requirement only Identified Users may request goods/services by telephone/facsimile/e-mail, which must be followed up by issuing a call-up or equivalent document no later than the next working day, to confirm the request for goods.
- 7.5.11** Call-ups paid for by Acquisition Cards as an alternative to other payment methods identified in the Standing Offer must be made as specified above.

7.6 Call-up Instrument

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

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
 2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)
- or
3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;

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

7.7 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$100,000.00 CAD** (all inclusive, Applicable Taxes included) for the client.

PWGSC- PV Division may, at its discretion, exceed the Individual Call-Up Limitation for Emergency Requirements and Urgent Acquisitions for call-ups in excess of **\$100,000.00 CAD**. If approved, Individual requirements exceeding these amounts must be submitted to PWGSC in the form of a funded requisition (9200) for processing.

7.8 Priority of Documents – Standing Offer

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2021-12-02) General Conditions - Goods (Medium Complexity);
- e) **Annex A**, Statement of Work
- f) **Annex F**, Dental Price List; and
- g) the Offeror's offer dated _____ (*insert date of offer*).

7.9 Price Lists

Following issuance of a Standing Offer, it is the Offeror's responsibility to supply and update price lists. Product offering changes, additions and deletions will be done once a calendar year or at Canada's sole discretion. Full details are outlined in **Annex A – Article 2.3 Refresh Period – Product and Discount and Price List Changes and Additions**

B. RESULTING CONTRACT CLAUSES

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

7.10 Statement of Work

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

7.11 Standard Clauses and Conditions

7.11.1 General Conditions

[2010A](#) (2021-12-02), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of [2010A](#) (2021-12-02), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

7.12 Term of Contract

7.12.1 Period of the Contract

The period of the Contract is per the call-up against the Standing Offer.

7.12.2 Delivery Date

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

7.12.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified in the call-up against the Standing Offer.

7.13 Payment

7.13.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit prices as indicated in **Annex F – Dental Price List**. Delivery is DDP (Delivery Duty Paid) destination, customs duties, excise taxes are included, and Applicable taxes and Delivery are extra and must be shown separately.

No increase in the liability of the Identified User or in the price of the Work specified in the Call-up resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless such design changes, modifications or interpretations of the Work have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.13.2 Prepaid Transportation Costs

The Contractor must prepay transportation costs. Prepaid transportation costs must be shown as a separate item on the invoice. Contractors must support the charge by providing a certified copy of the

prepaid transportation Bill of Lading. No minimum shipping charges are allowed through this standing offer.

7.13.3 Shipping Instructions – Delivery at Destination

Goods must be consigned to the destination specified in the call-up and Delivered Duty Paid (DDP) (... named place of destination) Incoterms 2010 for shipments from a commercial contractor.

7.13.4 Method of Payment

H1000C	Single Payment	2008-05-12
H1001C	Multiple Payments	2008-05-12

7.13.5 Electronic Payment of Invoices – Contract

(Note to Supplier: this clause will be updated based on responses to Attachment 5)

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

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

7.13.5.1 Payment by Credit Card

The credit cards VISA and MasterCard and Government of Canada Acquisition Cards are accepted only if they appear in the Supplier's Standing Offer in **Article 7.13.5**.

7.14 Invoicing Instructions – Call-up

7.14.1 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.

7.14.2 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.

7.15 Insurance – No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.16 SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department
A9131C (2020-11-19) Controlled Goods Program – Contract
B1501C (2018-06-21) Electrical Equipment
B7500C (2006-06-16) Excess Goods
C0100C (2010-01-11) Discretionary Audit – Commercial Goods and/or Services
C2000C (2007-11-30) Taxes – Foreign-based Contractor
D0040C (2010-08-16) Shipping Charges for Large, Bulky or Heavy Items
D3010C (2016-01-28) Delivery of Dangerous Goods/Hazardous Products

7.17 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

7.18 Anti-forced labour requirements

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the Customs Tariff Act and tariff item No. 9897.00.00 of the Customs Tariff – Schedule (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
2. If a tariff classification determination is made under the Customs Act that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the Customs Tariff – Schedule as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.
3. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:

-
- a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US Trade Facilitation and Trade Enforcement Act (TFTEA) of 2015; or
 - b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
 4. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the Criminal Code or the Immigration and Refugee Protection Act:
Criminal Code
 - i. section 279.01 (Trafficking in persons);
 - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
 - iii. subsection 279.02(1) (Material benefit - trafficking);
 - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
 - v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
 - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or Immigration and Refugee Protection Act
 - vii. section 118 (Trafficking in persons).
 5. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).
 6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
 - i. in the case of a conviction, whether the court acted within its jurisdiction;
 - ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
 - iii. whether the court's decision was obtained by fraud; or
 - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
 7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice of concern unless Canada establishes a different deadline.

ANNEX A – STATEMENT OF WORK

Various Federal Government Departments across Canada have a requirement for the supply and delivery of Dental Supplies, Instruments, Equipment, Parts and Accessories, and related Services. This includes but is not limited to approximately 37 Canadian Armed Forces (CAF) Dental Clinics operated by the Department of National Defence (DND) across Canada and in First Nations and Inuit communities where Community Oral Health Services are provided by First Nations and Inuit Health Branch (FNIHB) through Indigenous Services Canada (ISC).

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

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

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

SUMMARY

1. Allowable Goods and Services

The goods and services authorized under the Supply Arrangement/Standing Offer sub-agreement fall under the following general categories:

- A. Dental Consumables and Supplies
- B. Dental Instruments
- C. Small Dental Equipment, Parts and Accessories related to the Equipment
- D. Large and/or Hi-Tech Dental Equipment and Casework, Parts and Accessories related to the Equipment
- E. Services related to the Goods listed above.

1.1 Allowable Goods

The following UNSPSC Dental classes identified at **Annex B –Product & Discount Template** are included in the Request for Supply Arrangement/Standing Offer sub-agreement and are commercially available, off-the-shelf dental supplies, instruments and equipment.

UNSPSC Class	Class Description
42151500	Cosmetic dentistry equipment and supplies
42151600	Dental and subspecialty instruments and devices
42151700	Dental clinical furniture
42151800	Dental fillers and finishing and polishing supplies
42151900	Dental hygiene and preventive care equipment and supplies
42152000	Dental imaging equipment and supplies

42152100	Dental impression and forming equipment and supplies
42152200	Dental laboratory and sterilization equipment and supplies
42152300	Dental lasers and illumination and fiber optic equipment and supplies
42152400	Dental materials
42152500	General dental supplies
42152600	Dental operatory specific supplies
42152700	Orthodontic and prosthodontic equipment and supplies
42152800	Periodontal equipment and supplies
42152900	Dental and subspecialty instrument and device accessories
42153000	Dental and subspecialty instrument and device sets
42182600	Medical exam lights or lamps

1.2 Allowable Services

Allowable Services that are related to the Goods, but is not limited to, are listed below:

Extended Warranty	Operational Inspection
Data base Backup Services	Unscheduled Services
Repair Services	Emergency Services
In-hours Service Call	Calibration
Software Upgrade	Installation
Preventive Maintenance	On-Site Training
Additional Maintenance	Qualification Services
Phone support Assistance	Specialized Services

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

1.3 Non-allowable Goods, Services and Practices

Items that fall within the following categories in the Suppliers published catalogue or price list do NOT form part of the Supply Arrangement. Under the terms and conditions of this requirement, Identified Users are not authorized to request any items that are within these excluded categories and Suppliers are not permitted to ship them if ordered, as part of the Supply Arrangement.

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

- (a) Categories not listed at **Annex B** – Product & Discount Template, such as:
 - General Office Equipment
 - General Office Furniture
 - General Office Supplies, excluding dental office supplies

- Equipment Leasing
- Office Design Services
- Toys

(b) Services, such as:

- Rentals
- Trade-In of Equipment
- Purchase of demonstrator models
- Management Services (Asset Management Services, Inventory Management)

2. REQUIREMENT

2.1 PRODUCT CATEGORIES

The following requirements apply to the individual product categories.

A. Dental Consumables and Supplies

The Supplier must be capable of filling multiple consumable orders for any/all Federal Government Departments and Canadian Forces locations across Canada.

Products must be new, unopened and manufactured for Canadian utilization.

The Supplier must, on request of the dental facility, provide or facilitate user education/instruction on the use and application of new and existing dental materials.

B. Dental Instruments

Dental instruments must be permanently marked/stamped with the company name, design identification code and indicator/code of date of manufacture. Dental instruments must be purpose-built for the named procedures, manufactured under ISO 13485 and include but are not limited to the following common requirements:

- Diagnostic Instruments
- Periodontal Instruments
- Endodontic Instruments
- Restorative Instruments
- Orthodontics Instruments
- Surgical Instruments
- Rubber/Dental Dam Instruments Various
- Instrument Management/Sterilization Cassettes

C. Small Dental Equipment, Parts and Accessories and Services

The Supplier must provide to Canada, upon request, any related Parts and Accessories and Services. Services can include, but are not limited to installation, training (on site, online or through videos and manuals) on operation and guidance on maintenance and repair services.

Small dental equipment to include, but are not limited to the following:

- Handpieces
- Handpiece cleaning stations
- Curing lights
- Curing units
- Amalgamators
- Ultrasonic cleaners and baskets
- Ultrasonic scalers
- Lathes
- Model trimmers
- Burners/torches
- Vacuum formers
- Pulp testers
- Obturation units
- Heat carriers
- Biological monitors
- Collector unit dust
- Vibrators
- Dental moulding machine
- Steam cleaner
- Pulse oximeters
- X-ray film viewers
- Handheld sandblasters
- Compact micro abrasive blasters
- Curing units
- Alginate mixers
- Heat sealers

D. Large and/or Hi-Tech Dental Equipment, Parts and Accessories, and Services

The Supplier must provide to Canada, upon request, any related Parts and Accessories, and Services. Services can include, but are not limited to installation, training (on site, online or through videos and manuals) on operation and guidance on maintenance and repair services.

Large dental equipment to include, but are not limited to the following:

- Dental chairs
- Dental Units
- Dental cabinets/casework
- Operatory lights
- X-ray machines
- Digital sensors
- Lasers
- Cone Beam CT
- Evacuation Systems
- Compressors

2.2 Specifications and Considerations

- 2.2.1 All goods must comply with and adhere to any applicable International Organization for Standardization (ISO) standards.
- 2.2.2 The manufacturer's name, trademark or other such known characteristics must appear on the equipment so that the source of manufacture is permanently identifiable.
- 2.2.3 Plates, stampings or engravings indicating model, serial number, Underwriter Laboratories (UL) / Canadian Standards (CSA) approval, electrical and mechanical ratings must be permanently attached and accessible to the equipment.
- 2.2.4 Equipment must be Canadian Standards Association (CSA) approved and abide by Health Canada Medical Device Regulations and Licensing requirements, etc as applicable.

2.3 Refresh Period – Product and Discount and Price List Changes and Additions

All requests from qualified Suppliers to make changes or additions to **Annex B**, Product and Discount Template and/or **Annex F**, Dental Price List, must be submitted to the Supply Arrangement Authority with a written notification once a year (calendar year) within thirty (30) days' notice prior to the effective date of the change.

2.3.1 Product and Discount List – Supply Arrangement

The submitted discount in **Annex B**, Product and Discount Template will apply for the duration of the Supply Arrangement and must be the minimum discount the supplier is willing to provide over market price. Additional discounts can be applied at the time of contract, if applicable.

2.3.2 Price List – Standing Offer sub-agreement

The unit prices submitted in **Annex F, Dental Price list** represent a discounted unit price that will apply for at minimum 1 calendar year. Proposed changes to **Annex F - Dental Price List** will be subject to the requirement and updated on the published price list which may be accepted or declined at Canada's sole discretion. Authorized changes will be evidenced by a revision to the Supply Arrangement and Standing Offer sub-agreement.

2.3.2.1 Product Additions

Suppliers can request to make additions to the Dental Price list. All products proposed for addition to the original list must meet the following conditions:

- (a) Fall under the authorized UNSPSC Dental classes identified in Annex A - Requirement. These are commercially available, off-the-shelf dental supplies, instruments and equipment, parts and accessories purchased under \$25,000.00 per unit price.
- (b) have a Medical Devices Establishment License, if applicable.

2.3.2.2 Product Deletions

Product deletions are permitted under the following conditions:

- (a) the product has been recalled by Health Canada or the manufacturer; or

(b) the product has been discontinued by the manufacturer

Requests for product deletions must be supported by a letter from the manufacturer confirming that the product has been discontinued or a copy of the statement by Health Canada.

If a Specific Product is discontinued by the manufacturer, the Offeror may request to add the manufacturer's recommended replacement product. A request to add a replacement product for this reason may be made at the same time as the request for Product deletion or during the periods stated above. The replacement manufacturer/product must meet the same specification purpose as the original manufacturer and will be added at the same discount as the original manufacturer.

PWGSC acknowledges that there may be other circumstances for which a product deletion may be requested and these will be authorized on a case by case basis.

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 desires to add any class of products to their list, or needs to modify any manufacturer, they must proceed during the Refresh period as indicated at **Article 2.3 of Annex A**.

3.3 Direct Marketing

Suppliers may occasionally have opportunities to offer increased savings for the authorized products at **Annex B –Product & Discount Template**, to Identified Users. Marketing communications making reference to the Supply Arrangement must be restricted to the commodities contained in the **Annex B –** 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 within 30 days of delivery, 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 **Article 3.8**, Shelf Life;
- (3) have been damaged;
- (4) demonstrate evidence that the packaging has been tampered with;
- (5) 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 Users 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 a minimum 70% of shelf life remaining at time of shipment. If less than 70% shelf life is remaining, the Supplier must notify the Identified User at time of order and prior to shipping for acceptance.

3.9 Backordered Good

Backordered good are 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.

Packaging must be sufficient to ensure goods will not be damaged during shipment. Damaged goods will be returned at the expense of the Standing Offer Holder.

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 Manuals

Operator instruction manuals must accompany each piece of small and large dental equipment. Operator's manuals must be supplied in English and French unless otherwise stated in the contract.

The manual must contain instructions and include, but not be limited to the following:

- (i) Step by step instructions for the installation/operation of the equipment;
- (ii) A troubleshooting guide; and,
- (iii) Operator's maintenance, minor repair and adjustment instructions.

4. Audits

4.1 Client Satisfaction

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

These audits will be used to 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
PSPC – Public Services and Procurement Canada
RFP – Request for Proposal
RFSA – Request for Supply Arrangement
RFSO – Request for Standing Offer
SA – Supply Arrangement
SO – Standing Offer

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.

Equipment is any type of machine, apparatus or device whose primary function is related to the performance of functions or tasks.

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. They are also referred throughout as **clients** or **client departments**.

Instruments - can include implements, hand pieces, materials or related articles whose primary function is related to the operation of equipment or the conduct of clinical dental procedures.

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

Parts and accessories - A part is any article, where the primary use of which is to improve, repair, replace, or serve as a component. An accessory is intended specifically by its manufacturer to be used together with the 'parent' device to enable the 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.

Standing Offer: <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/the-procurement-process/standing-offers>

Supplies - 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.

Supply Arrangement: <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/the-procurement-process/supply-arrangements>

Solicitation No. - N° de l'invitation
E60PV-20DENT/B
Client Ref. No. - N° de réf. du client
E60PV-20DENT

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.E60PV-20DENT

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

UNSPSC - UNSPSC is the acronym for the United Nations Standard Products and Services Code. UNSPSC is an eight-digit number coding system to classify both products and services in the context of procurement activities. It is broken down into the following levels:

- **Segment**
The top level of the taxonomy. The logical aggregation of families for analytical purposes.
- **Family**
The second level of the taxonomy. It is the commonly recognized group of inter-related commodity categories.
- **Class**
The third level of the taxonomy. A group of commodities sharing common characteristics.
- **Commodity**
The fourth level of the taxonomy. A group of substitutable products or services.

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 – SUPPLY ARRANGEMENT

The attached Product and Discount template indicates the **minimum** percentage discount offered in the categories of Dental Supplies, Instruments, Equipment, and Parts & Accessories with unit price limit of \$25,000.00 CAD or less. The discount can be applied to the entire Class of products OR by manufacturer in each these Classes and categories. The discount applies for the **entire** period of the Supply Arrangement. Additional discounts can be applied at the time of contract, if applicable.

The following columns are included:

Column A –	UNSPSC Class #
Column B –	Class Title
Column C –	Commodity Offering - Suppliers have indicated which Commodity that they are authorized to sell in Canada with an “X”. This will be used to determine which suppliers will be invited in future Request for Proposal.
Column D –	Manufacturers available per Class (Suppliers have indicated up to a maximum of 10 manufacturers they can offer per Class)
Column E-F –	Minimum Discount offered for Dental Supplies and Consumables
Column G-H –	Minimum Discount offered for Dental Instruments
Column I-J –	Minimum Discount offered for Small Dental Equipment
Column K-L –	Minimum Discount offered for Large Dental Equipment and Casework
Column M-N –	Minimum Discount offered for Parts and Accessories

Dental Product & Discount Template
(see external attachment in EXCEL – to be filled in by supplier during the solicitation period and included in the awarded SA)

B - 1 PROCEDURES DURING SOLICITATION PERIOD – THE PRODUCT & DISCOUNT TEMPLATE INSTRUCTIONS

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

The Suppliers must submit a percentage discount for all Classes they can offer broken down by categories of Dental Supplies and Consumables, Dental Instruments, Dental Equipment and Casework, and Parts & Accessories.

The following columns must be completed as indicated:

- **Column C** Commodity Offering (**Criteria M1.A**). Suppliers must put an “x” in each Commodity that they are offering to be included in the Supply Arrangement and that they are authorized to sell in Canada. This will be used to determine which suppliers will be invited for future Request for Proposals under the Supply Arrangement.
- **Column D** Manufacturers available per Class (**Criteria M1.B**). The Supplier must inscribed the manufacturers available in each Class. A maximum of 10 manufacturers per Class is authorized. There should be no duplicate manufacturers inscribed in each Class.

- **Columns E-N – Percentage Discount Offered (Criteria M1.C).** Where the supplier has marked commodities with an “x”, the Supplier must indicate the **minimum** percentage discount offered for each category listed below. This discount would only apply for goods with an individual value of \$25,000.00 CAD or less. The discount applies for the **entire** period of the Supply Arrangement. Additional discounts can be applied at the time of contract, if applicable.

The Supplier has the choice of offering a discount for the whole Class OR a discount for each Manufacturer associated to that Class. Suppliers must only fill in one of these 2 column pairs per Class.

- **Column E-F** For Dental Supplies and Consumables
- **Column G-H** For Dental Instruments
- **Column I-J** For Small Dental Equipment
- **Column K-L** For Large Dental Equipment and Casework
- **Column M-N** For Parts and Accessories

Additional Instructions

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

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) and include it with their Arrangement.

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

For all Classes not submitted by the Supplier, the supplier must leave the cells empty for that Class of products.

If no discount is offered, for a submitted category or manufacturer, a 0% must be inscribed for each type of product (Supplies and Consumables, Instruments, Equipment, and Parts & Accessories) that the supplier can sell, if applicable.

Any Class submitted with invalid data will be considered non-responsive.

The usage of the SA for the Class is not a guarantee and there should not be any expectation by the Supplier that the Government of Canada will purchase products or equipment under those UNSPSC Classes.

ANNEX C – LOW DOLLAR VALUE CONTRACT CLAUSES

(**< \$100,000 FOR GOODS and/or GOODS and SERVICES AND <\$200,000 FOR SERVICES only**)
“for clients only”

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 \$100,000 for “goods” and/or “goods & services” and \$200,000 for services only (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](#) (2020-05-28) 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 (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

3.1 General Conditions

2029 (2021-12-02) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

The standard instructions is amended as follows:

INSERT:

2029 29 (2021-12-02) Anti-forced labour requirements

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the *Customs Tariff Act* and tariff item No. 9897.00.00 of the *Customs Tariff – Schedule* (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
2. If a tariff classification determination is made under the *Customs Act* and that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2029 19 - Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the *Customs Tariff – Schedule* as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.
3. Canada may terminate the Contract for default in accordance with section 2029 19- Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:
 - a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US *Trade Facilitation and Trade Enforcement Act* (TFTEA) of 2015; or
 - b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
4. Canada may terminate the Contract for default in accordance with section 2029 19- Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the *Criminal Code* or the *Immigration and Refugee Protection Act*:
 - i. section 279.01 (Trafficking in persons);
 - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
 - iii. subsection 279.02(1) (Material benefit - trafficking);
 - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
 - v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
 - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or
 - vii. *Immigration and Refugee Protection Act* section 118 (Trafficking in persons).

5. Canada may terminate the Contract for default in accordance with section 2029 19- Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).
6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
 - i. in the case of a conviction, whether the court acted within its jurisdiction;
 - ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
 - iii. whether the court's decision was obtained by fraud; or
 - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice unless Canada establishes a different deadline.

INSERT:

Additionally, if the requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel, also include SACC Manual clauses 4013 - Compliance with on-site measures, standing orders, policies, and rules and 4014 - Suspension of the work. If the requirement is not subject to this Policy, do not include the below.

3.1.1 Compliance with on-site measures, standing orders, policies, and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

3.1.2 Suspension of the work

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) *[insert section entitled "Default by the Contractor"]* _____ or *[insert section entitled "Termination for convenience"]* _____ of general conditions _____.

2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.

3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the

Solicitation No. - N° de l'invitation
E60PV-20DENT/B
Client Ref. No. - N° de réf. du client
E60PV-20DENT

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.E60PV-20DENT

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract will be specified 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: _____
Address: _____

Telephone: ____ ____ ____

Solicitation No. - N° de l'invitation
E60PV-20DENT/B
Client Ref. No. - N° de réf. du client
E60PV-20DENT

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.E60PV-20DENT

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

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

Solicitation No. - N° de l'invitation
E60PV-20DENT/B
Client Ref. No. - N° de réf. du client
E60PV-20DENT

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.E60PV-20DENT

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

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.

10.2 COVID-19 vaccination requirement and certification

If the requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel, include SACC Manual clause A3081T - COVID-19 vaccination requirement certification. The Certification Form may be included here, or in an Annex, as preferred.

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification

I, _____ (*first and last name*), as the representative of
_____ (*name of business*) pursuant to
_____ (*insert solicitation number*), warrant and certify that all
personnel that _____ (*name of business*) will provide on the
resulting Contract who access federal government workplaces where they may come into contact with
public servants will be:

(a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
(b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

10.3 Price Certification

The following clauses apply in non-competitive bid solicitations for goods and/or services valued at \$50,000 or more, as applicable.

SACC Manual clause [C0001T](#) (2007-05-25) Price Certification - Foreign Suppliers
SACC Manual clause [C0002T](#) (2010-01-11) Price Certification - Price Certification - Canadian-based Suppliers (other than agency and resale outlets)
SACC Manual clause [C0003T](#) (2008-12-12) Price Certification - Canadian Suppliers
SACC Manual clause [C0004T](#) (2007-05-25) Price Certification - Canadian Agency and Resale Outlets

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](#) (2021-12-02) 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

Solicitation No. - N° de l'invitation
E60PV-20DENT/B
Client Ref. No. - N° de réf. du client
E60PV-20DENT

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.E60PV-20DENT

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

(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

Solicitation No. - N° de l'invitation
E60PV-20DENT/B
Client Ref. No. - N° de réf. du client
E60PV-20DENT

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.E60PV-20DENT

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

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.

Solicitation No. - N° de l'invitation
E60PV-20DENT/B
Client Ref. No. - N° de réf. du client
E60PV-20DENT

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.E60PV-20DENT

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

Addendum 1 to ANNEX C-SIMPLE CONTRACT TEMPLATE



Public Works and Government
Services Canada

Contract against Supply Arrangement # E60PV-20DENT (Low Dollar Value Template)

Addendum 1 to Annex C – Low Dollar Value Contract Clauses

Contract No:
Date: Day, Month, Year

Organization: _____

Amend No. :
Increase/Decrease: _____
Previous Amd.

This Contract confirms the verbal/written quote conducted on
(date-DD/MM/YYYY): _____ between
the Identified User (IU) listed below and the Contractor's
representative

Financial Code(s): _____

Contractor's Supply Arrangement No. :
E60PV-20DENT/00X/PV

☐ General ☐ PSAB

The **SUPPLIER** hereby accepts this Contract. (Return signed copy forthwith.)
Name and title of person authorized to sign on behalf of supplier.

SUPPLIER NAME: ENTER SUPPLIER NAME
ADDRESS: ENTER SUPPLIER ADDRESS

NAME/TITLE of SUPPLIER'S REPRESENTATIVE:

SIGNATURE/ DATE:

To the Contractor: This is a contract resulting from your Supply Arrangement (SA) with PWGSC under the series no. E60PV-20DENT/PV. All of the clauses and conditions contained in the Supply Arrangement and Annex C – Low Dollar Value Contract Clauses apply to this Contract. Please refer to that document for details.

The Contractor must perform the Work listed in the Requirement & Basis of Payment (Annex A) herein as Table 1 below.

NON-COMPETITIVE Price Justification is required with the quote. It must be a current published price list with a discount to Canada.
☐ Non Competitive price justification on file.

Terms and Conditions of Contract

Invokes Contact and Address:

Insert, contact name
address
phone number
email address

OR

☐ The address shown in the delivery location below.

Security - This contract includes security provisions if one of the boxes below are checked:

The applicable security requirement(s) is(are) set out in the Security Requirement Check List attached as Annex B of this Contract. (IU to attach the applicable SRCL as Annex B to this template). The Contractor must fulfil the security requirements by meeting the terms in the checked box below:

☐ Contractor may be escorted; possession of security clearance not required. Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

☐ Possession of security clearance(s) is required (see annex B attached if applicable)

Defense Contract: This provision applies if the box is checked. ☐

Table 1: Requirement & Basis of Payment (Annex A)				
Part #	Item Description	QTY	Firm Unit Price	Subtotal Total (\$)
	<u>(enter Description) or (see attached quote)</u>			
	<u>Add more rows if necessary...</u>			
				Delivery (\$):
				Installation (\$):
				Subtotal – all goods and services required (\$):
				Applicable Tax(es) (\$):
				Total Contract Amount (\$):
Delivery Location & Supplier instructions: <u>(enter delivery instructions)</u>		Date: <u>(DD-MM-YYYY)</u>	Time: <u>Regular Business Hours</u> OR <u>Outside</u>	Canada's Facilities to Accommodate the Delivery (if applicable) Desk: <u>(enter instructions)</u> Lift: <u>(enter instructions)</u> Door: <u>(enter instructions)</u> Freight Elevator: <u>(enter instructions)</u>
Installation Location (if applicable): <u>(enter installation instructions)</u>		Date: <u>(DD-MM-YYYY)</u>	Time: <u>Same as above</u>	
For further information, contact the person:				Approved for the Minister.
Project Authority:		Identified User (IU) / Contracting Authority (CA):		Signature (Mandatory)
Name: e-mail address:		Name/Title: e-mail address:		

Canada

Scientific, Medical and Photographic (PV) Division Version 24-11-2021

ANNEX D – MEDIUM COMPLEXITY (MC) TEMPLATE
For BID SOLICITATION AND RESULTING CONTRACT CLAUSES
(> \$100,000 “GOODS” and “GOODS & SERVICES” AND > \$200,000 FOR “SERVICES”)

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 Comprehensive Land Claims Agreement(s)

If the procurement is subject to one or more Comprehensive Land Claims Agreements (CLCAs), the Contracting Authority must list the applicable CLCAs in the bid solicitation. The following wording can be used, with the blanks filled in with the applicable CLCAs. Refer to section 9.35 of the Supply Manual for more information as to when CLCAs apply.

"This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- _____
- _____."

1.4 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.

1.5 COVID-19 vaccination requirement

Include SACC Manual clause A3080T - COVID-19 vaccination requirement if the procurement is subject to the COVID-19 Vaccination Policy for Supplier Personnel.

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid nonresponsive.

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](#) (2020-05-28) 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 (RFSAs), 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 electronically via email to the Contracting Authority, as specified below, by the date, and time indicated below:

xxxxxx.xxxx@xxxx.gc.ca

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

Due to the nature of the bid solicitation, hard copy bids (paper or soft copies on media) will not be accepted.

2.3 Bid Enquiries

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 separate sections as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certification

Due to the nature of the bid solicitation, hard copy bids (paper or soft copies on media) will not be accepted.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

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

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.

Section III: Certification

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

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

Delete if not applicable, 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, modify regarding your needs, here is an example

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.

5.1.1 COVID-19 vaccination requirement and certification

Solicitation No. - N° de l'invitation
E60PV-20DENT/B
Client Ref. No. - N° de réf. du client
E60PV-20DENT

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.E60PV-20DENT

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

If the requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel, include SACC Manual clause A3081T - COVID-19 vaccination requirement certification. The Certification Form may be included here, or in an Annex, as preferred.

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification

I, _____ (*first and last name*), as the representative of
_____ (*name of business*) pursuant to
_____ (*insert solicitation number*), warrant and certify that all
personnel that _____ (*name of business*) will provide on the
resulting Contract who access federal government workplaces where they may come into contact with
public servants will be:

(a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
(b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or
other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to
accommodation and mitigation measures that have been presented to and approved by Canada;
until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination
Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified
of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier
Personnel, and that the _____ (*name of business*) has certified to their compliance with this
requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for
the duration of the Contract. I understand that the certifications provided to Canada are subject to
verification at all times. I also understand that Canada will declare a contractor in default, if a certification
is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada
reserves the right to ask for additional information to verify the certifications. Failure to comply with any
request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or
requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory
certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's
COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in
accordance with the Privacy Act. Please note that you have a right to access and correct any information

on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

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 are issued as a result of Supply Arrangement (SA) E60PV-20DENT and 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 (2021-12-02), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

The standard instructions is amended as follows:

INSERT:

2010A 32 (2021-12-02) Anti-forced labour requirements

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the *Customs Tariff Act* and tariff item No. 9897.00.00 of the *Customs Tariff – Schedule* (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
2. If a tariff classification determination is made under the *Customs Act* that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the *Customs Tariff – Schedule* as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.
3. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:
 - a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US *Trade Facilitation and Trade Enforcement Act* (TFTEA) of 2015; or
 - b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
4. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the *Criminal Code* or the *Immigration and Refugee Protection Act*:

Criminal Code

 - i. section 279.01 (Trafficking in persons);
 - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
 - iii. subsection 279.02(1) (Material benefit - trafficking);
 - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
 - v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
 - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or
 - vii. *Immigration and Refugee Protection Act* section 118 (Trafficking in persons).

5. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).
6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
 - i. in the case of a conviction, whether the court acted within its jurisdiction;
 - ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
 - iii. whether the court's decision was obtained by fraud; or
 - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice of concern unless Canada establishes a different deadline.

OR

2010C (2021-12-02), 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 (2021-12-02), 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.*

*Remark to Contracting Authority: ****NEW COVID-19 Vaccination Policy for Supplier Personnel as per PN-152*** The vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel applies to all Government of Canada contracts that involve services (including goods contracts that have a services component and construction services) where, in order to perform the work, contractor and subcontractor personnel access Government of Canada workplaces (i.e., places of work owned or operated by the Government of Canada) where they may come into contact with public servants.*

If the requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel, include SACC Manual clause 4013 - Compliance with on-site measures, standing orders, policies, and rules, and, if using general conditions 2010A, 4014 - Suspension of the work.

4001 (2015-04-01) Hardware Purchase, Lease and Maintenance;
4003 (2010-08-16) Licensed Software;

Solicitation No. - N° de l'invitation
E60PV-20DENT/B
Client Ref. No. - N° de réf. du client
E60PV-20DENT

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.E60PV-20DENT

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

4004 (2013-04-25) Maintenance and Support Services for Licensed Software;
4013 (2021-11-29) Compliance with on-site measures, standing orders, policies, and rules; and
4014 (2021-11-29) Suspension of the work,

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 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: _____

Solicitation No. - N° de l'invitation
E60PV-20DENT/B
Client Ref. No. - N° de réf. du client
E60PV-20DENT

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.E60PV-20DENT

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

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

6.7.5 Electronic Payment of Invoices – Contract

Refer to the supplier's Supply Arrangement, under Article 1.20 for accepted methods of Electronic Payment of Invoices.

6.8 Invoicing Instructions

- A.** 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:

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

- e. 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) Annex X, Security Requirements Check List (*if applicable*);
- (g) Annex X;
- (h) 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.

6.14 Dispute Resolution

- a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "**Dispute Resolution**".

6.15 Anti-forced labour requirements

5. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the Customs Tariff Act and tariff item No. 9897.00.00 of the Customs Tariff – Schedule (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
6. If a tariff classification determination is made under the Customs Act that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the Customs Tariff – Schedule as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.
7. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:
 - a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US Trade Facilitation and Trade Enforcement Act (TFTEA) of 2015; or
 - b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
8. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the Criminal Code or the Immigration and Refugee Protection Act:
 - Criminal Code
 - i. section 279.01 (Trafficking in persons);
 - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
 - iii. subsection 279.02(1) (Material benefit - trafficking);
 - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
 - v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
 - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or Immigration and Refugee Protection Act
 - vii. section 118 (Trafficking in persons).

8. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).
9. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
 - v. in the case of a conviction, whether the court acted within its jurisdiction;
 - vi. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
 - vii. whether the court's decision was obtained by fraud; or
 - viii. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
10. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice of concern unless Canada establishes a different deadline.

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.

Solicitation No. - N° de l'invitation
E60PV-20DENT/B
Client Ref. No. - N° de réf. du client
E60PV-20DENT

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.E60PV-20DENT

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

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.

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	\$	\$

Solicitation No. - N° de l'invitation
E60PV-20DENT/B
Client Ref. No. - N° de réf. du client
E60PV-20DENT

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.E60PV-20DENT

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

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 (applicable taxes are extra, if applicable)						\$ Sum of Items

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

Solicitation No. - N° de l'invitation
E60PV-20DENT/B
Client Ref. No. - N° de réf. du client
E60PV-20DENT

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.E60PV-20DENT

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

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 E – SUPPLY ARRANGEMENT USAGE REPORTING

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

1. Quarterly Usage Reporting

The Supplier must e-mail their completed usage report to TPSGC.PAApprovisionnementDentaire-APDentalProcurement.PWGSC@tpsgc-pwgsc.gc.ca on a quarterly basis, in accordance with the Supply Arrangement and Resulting Contract Clauses, **Part 6A, Article 6.4.2**, 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

2. Ad Hoc Usage Reports – Supply Arrangement

The Supply Arrangement Authority may request additional Ad Hoc Reports based on criteria identified above. When requested to do so, Suppliers will provide the Ad Hoc Report within the timeframe requested.

ANNEX F – DENTAL PRICE LIST – STANDING OFFER Sub-Agreement

(see template to complete as an external attachment in EXCEL)

The attached Dental Price list indicates the products authorized under the Standing Offer sub-agreement with a unit price limit of \$25,000.00 CAD or less.

F - 1 PROCEDURES DURING SOLICITATION PERIOD – THE DENTAL PRICE LIST TEMPLATE INSTRUCTIONS

If suppliers choose to submit a price list, they must complete the Dental Price List provided as an electronic attachment to this requirement, in accordance with the instructions below. The price list submitted with the Arrangement will be part of the resulting Standing Offer sub-agreement included in the Supply Arrangement.

The columns in Blue are required fields, the columns in Green are optional, but desired fields as illustrated below:

Blue – Required fields

Supplier Part# / Numéro de pièce du fournisseur	Item Description - English	Description d'article - Français	Unit Price / Prix unitaire	Unit of Measure / Unité de mesure	Currency / Monnaie

Green – Optional, but desired fields

UNSPSC Class / Classe de UNSPSC	Manufacturer Part# / Numéro de pièce du manufacturier	Manufacturer Name / Nom du manufacturier	Leadtime / Délai d'approvisionnement	Market Price / Prix du marché

Additional Instructions

All the products that are submitted in the Price List must fall under the authorized UNSPSC Dental classes identified and selected at **Annex B –Product & Discount Template**. The products authorized under the Standing Offer sub-agreement, will be commercially available, off-the-shelf dental supplies, instruments and equipment, parts and accessories under \$25,000.00 CAD per unit price.

Unit Price – The unit price must be in Canadian dollar currency and include any applicable discounts, customs duties, and excise taxes. The unit price excludes any applicable taxes and delivery.

Suppliers must save a copy of the completed Price List in Excel compatible format (.xls or .xlsx) and include it with their Arrangement.

Solicitation No. - N° de l'invitation
E60PV-20DENT/B
Client Ref. No. - N° de réf. du client
E60PV-20DENT

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.E60PV-20DENT

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

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

The usage of the price list is not a guarantee and there should not be any expectation by the Supplier that the Government of Canada will purchase products or equipment under this price list.

Solicitation No. - N° de l'invitation
E60PV-20DENT/B
Client Ref. No. - N° de réf. du client
E60PV-20DENT

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.E60PV-20DENT

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

ATTACHMENT 1 – SUPPLIER CONTACT LIST

(see template to complete as an external attachment in Excel)

Solicitation No. - N° de l'invitation
E60PV-20DENT/B
Client Ref. No. - N° de réf. du client
E60PV-20DENT

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.E60PV-20DENT

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

ATTACHMENT 2 – LIST OF SERVICES OFFERED

(see template to complete as an external attachment in Excel)

Solicitation No. - N° de l'invitation
E60PV-20DENT/B
Client Ref. No. - N° de réf. du client
E60PV-20DENT

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.E60PV-20DENT

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

ATTACHMENT 3 – REGIONAL COVERAGE

(see template to complete as an external attachment in Excel)

Solicitation No. - N° de l'invitation
E60PV-20DENT/B
Client Ref. No. - N° de réf. du client
E60PV-20DENT

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.E60PV-20DENT

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

ATTACHMENT 4 – ENVIRONMENTAL COMMITMENT

(see external attachment in WORD)

Solicitation No. - N° de l'invitation
E60PV-20DENT/B
Client Ref. No. - N° de réf. du client
E60PV-20DENT

Amd. No. - N° de la modif.
File No. - N° du dossier
pv960.E60PV-20DENT

Buyer ID - Id de l'acheteur
pv960
CCC No./N° CCC - FMS No./N° VME

ATTACHMENT 5 – ELECTRONIC PAYMENT INSTRUMENTS

(as per Article 3.3.3 and articles 6.20 and 7.13.5)

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); and
- ☐ Wire Transfer (International Only);

ATTACHMENT 6 – COMPLETE LIST OF DIRECTORS

(as per Part 5, Article 5.2.1)

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