

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

Request For a Standing Offer
Demande d'offre à commandes

National Master Standing Offer (NMSO)
 Offre à commandes principale et nationale (OCPN)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution
 Vehicles & Industrial Products Division
 11 Laurier St./11, rue Laurier
 7A2, Place du Portage, Phase III
 Gatineau, Québec K1A 0S5

Title - Sujet NMSO - HAND TOOLS	
Solicitation No. - N° de l'invitation E60HP-16TOOL/B	Date 2016-02-02
Client Reference No. - N° de référence du client E60HP-16TOOL	GETS Ref. No. - N° de réf. de SEAG PW-\$\$HP-918-68978
File No. - N° de dossier hp918.E60HP-16TOOL	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-03-14	
Time Zone Fuseau horaire Eastern Standard Time EST	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Huda Dahir	Buyer Id - Id de l'acheteur hp918
Telephone No. - N° de téléphone (873)469-3330 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: <div> Specified Herein Précisé dans les présentes </div>	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein
Instructions: Voir aux présentes

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

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Solicitation No. - N° de l'invitation
E60HP-16TOOL/B
Client Ref. No. - N° de réf. du client
E60HP-16TOOL

Amd. No. - N° de la modif.
File No. - N° du dossier
hp918E60HP-16TOOL

Buyer ID - Id de l'acheteur
hp918
CCC No./N° CCC - FMS No./N° VME

ANNEX "A"
FIRM PERCENTAGE DISCOUNT

ANNEX "B"
MANDATORY QUARTERLY USAGE REPORTS

ANNEX "C"
MANUFACTURERS' AUTHORIZATION LETTER

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include ANNEX "A" –Firm Percentage Discount, ANNEX "B" –Mandatory Quarterly Usage Reports, ANNEX "C" – Manufacturers' Authorization Letter.

1.2 Summary

To establish National Master Standing Offers (NMSO's) for the supply of Hand Tools, including those Federal Stock Classes 5110, 5120, 5130, 5133, 5136, and 5140, on an as-and-when requested basis, as described in ANNEX "A" – Firm Percentage Discount.

Identified Users are required to select the manufacturer satisfying the requirement and contact the Standing Offer holder for that manufacturer.

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, IV and V of the Financial Administration Act, R.S.C. 1985, c. F-11.

The period for making call-ups against the Standing Offer is from 01 May 2016 to 01 May 2017, plus one (1) option year.

Deliveries will be required all across Canada, including land claims areas.

Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#) of the *Supply Manual*.

1.3 Debriefings

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

1.4 Key Terms

Manufacturer's Suggested Retail Price (MSRP)

For purposes of this Standing Offer, Manufacturer's Suggested Retail Price (MSRP) is defined as any common price list provided by the manufacturers listed in ANNEX "A" – Firm Percentage Discount directly, whether it be published or unpublished, it is the price suggested by the manufacturer for small quantity sales directly to the consumer. For this Standing Offer all Offerors must provide the same identical MSRP as created by the manufacturer.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The **2006 (2015-07-03)** Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days

Insert: 90 days

2.1.1 SACC Manual Clauses

M1004T	Condition of Material	2011-05-16
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2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.4. Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

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

Section I: Technical Offer (1 hard copy)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

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

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

Section I: Technical Offer

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

NOTE: The Manufacturers Authorization Letter template found at Annex "C" must not be modified and must be completed in its entirety.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment at Part 6B – RESULTING CONTRACT CLAUSES, 6.4.1 – Basis of Payment.

NOTE: Bidders do not have to offer a Firm Percentage Discount for all the Manufacturers identified in ANNEX "A" – Firm Percentage Discount in order to be considered.

3.1.1 Payment by Credit Card

Canada requests that Offerors complete one of the following:

- (a) ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card. Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

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

4.1.1 Technical Evaluation

Mandatory Technical Criteria

4.1.1.1 Offerors must complete and submit with their offer ANNEX "A" – Firm Percentage Discount .

4.1.1.2 Offerors must complete and submit with their offer, the Manufacturers Authorization Letter as per ANNEX "C", that includes the name and current contact information of the Manufacturer Contact Person for each manufacturer selected in ANNEX "A" – Firm Percentage Discount List. Offerors must submit a facsimile of the original copy of the Manufacturer's letter.

It is the Offerors' responsibility to obtain the cooperation of the manufacturer, to agree to, and select only one (1) Manufacturer Contact Person to represent the manufacturer's products for this NMSO. The Manufacturer Contact Person must be the highest ranking authorized representative available.

Canada reserves the right to verify the accuracy of the contact information provided for the Manufacturer Contact Person at any time during the Standing Offer period.

4.1.1.3 Offerors must submit with their offer the most recent common Manufacturer's Suggested Retail Price (MSRP) list in Canadian dollars only.

4.1.2 Financial Evaluation

4.2.1 The purpose of the financial evaluation is to determine the aggregate percentage discount, based on the information submitted in ANNEX "A" – Firm Percentage Discount.

4.2.2 Offerors must complete and submit with their offer ANNEX "A" – Firm Percentage Discount. Only percentage discounts for manufacturers that have been validated by providing the Standing Offer Authority with a rightfully signed Manufacturer Authorization Letter will be considered.

4.2.3 Aggregate percentage discount calculation. Bids will be evaluated on an aggregate Percentage Discount basis for each manufacturer as follows:

- a) The percentage discount quoted for each year (firm year and option year), for each manufacturer, will be added together and divided by 2; and
- b) The result will be the aggregate total Percentage Discount offered for each manufacturer.

4.2 Basis of Selection

4.2.1 To be considered responsive, an offer must meet all the mandatory requirements. Failure to comply with mandatory criteria will render your proposal non-responsive.

4.2.2 In order for a manufacturer to be selected, a manufacturer must be offered by two (2) or more offerors.

4.2.3 The Offeror with the highest aggregate Firm Percentage Discounts per Manufacturer selected (para 4.2.2 above), within each class, will be issued a Standing Offer.

4.2.4 In the event of identical aggregate Firm Percentage Discounts offered for the same manufacturer, the following will apply;

- a) The Offeror with the highest Discount Offered for the firm year will be selected for that manufacturer; if still identical;
- b) The Offeror with the highest Discount Offered for the option year will be selected for that manufacturer; if still identical;
- c) A Standing Offer will be awarded to both Offerors for that Manufacturer.

B) Illustration of the selection process:

- i) Manufacturers Selected (reference para 4.2.2 above)

OFFEROR	GSIN	MANUFACTURER
Alpha	5110	Daloz
Bravo	5110	Daloz
Charlie	5110	Daloz
Delta	5110	Mate
Echo	5110	Mate
Foxtrot	5110	Bran

Manufacturers Selected: Daloz manufacturer will be selected. Mate and Bran will not be selected.

- ii) Offerors Selected for the highest aggregate Firm Discount Offered (reference para 4.2.3 above)

OFFEROR	GSIN	MANUFACTURER	FIRM YEAR MSRP DISCOUNT	OPTION YEAR MSRP DISCOUNT	AGGREGATE MSRP DISCOUNT
Alpha	5110	Daloz	60%	50%	55%
Bravo	5110	Daloz	60%	45%	52.5%
Charlie	5110	Daloz	60%	55 %	57.5%
Delta	5110	Daloz	45%	60%	52.5%

Offerors Selected:

Charlie will be issued a standing offer for manufacturer Daloz within GSIN 5110. Alpha, Bravo and Delta will not be issued a standing offer for manufacturer Daloz within GSIN 5110.

- iii) In the event of Identical aggregate Firm percentage Discount Offered (reference para 2.4 above)

OFFEROR	GSIN	MANUFACTURER	FIRM YEAR MSRP DISCOUNT	OPTION YEAR MSRP DISCOUNT	AGGREGATE MSRP DISCOUNT
Alpha	5110	Daloz	60%	50%	55%
Charlie	5110	Daloz	50%	60%	55%

Offeror Selected:

Alpha will be issued a standing offer for manufacturer Daloz within GSIN 5110. Charlie will not be issued a standing offer for manufacturer Daloz within GSIN 5110.

- iv) If firm year and option year is identical

OFFEROR	GSIN	MANUFACTURER	FIRM YEAR MSRP DISCOUNT	OPTION YEAR MSRP DISCOUNT	AGGREGATE MSRP DISCOUNT
Alpha	5110	Dalloz	60%	50%	55%
Charlie	5110	Dalloz	60%	50%	55%

Offeror Selected:

Alpha and Charlie will both be issued a standing offer for manufacturer Dalloz within GSIN 5110.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

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

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

5.2.1 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 General Environmental Criteria Certification

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

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

Offerors' Authorized Representative Signature

Date

Or

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

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

A minimum of 50% of office equipment has an energy efficient certification.	
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Offerors' Authorized Representative Signature

Date

5.2.4 Aboriginal Business Certification

5.2.4.1 Aboriginal Business Certification

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

5.2.4.2 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4 of the Supply Manual](#).
2. The Offeror:
 - i. certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
 - ii. agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Offeror must check the applicable box below:
 - i. () The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, cooperative, partnership or not-for-profit organization.**OR**

ii. () The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

4. The Offeror must check the applicable box below:

i. () The Aboriginal business has fewer than six full-time employees.

OR

ii. () The Aboriginal business has six or more full-time employees.

5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.

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

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

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

I am _____ (*insert name of duly authorized representative*) of _____ (*insert name of business*), and an Aboriginal person, as defined in [Annex 9.4 of the Supply Manual](#) entitled "Requirements for the Set-Aside Program for Aboriginal Business".

I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

5.2.5 ISO 9000 Certification

One (1) copy of the current registration certificate **ISO 9000** Series of Quality.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

6.1.1 The Offeror offers to fulfill the requirement in accordance with this National Master Standing OFFER (NMSO).

6.2 Security Requirements

6.2.1 There is no security requirement applicable to this Standing Offer.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2005 (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 Standing Offers Reporting

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

The Offeror must provide this data in accordance with the reporting requirements detailed in ANNEX "B" – Mandatory Quarterly Usage Reports. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

- 1st quarter: May 1 to July 31;
- 2nd quarter: August 1 to October 31;
- 3rd quarter: November 1 to January 31;
- 4th quarter: February 1 to April 30.

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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from May 1, 2016 to May 1, 2017.

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 12 month period, from May 2, 2017 to April 30, 2018 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.5 Updates to the Manufacturer's Suggested Retail Price (MSRP)

Updates to the Manufacturer's Suggested Retail Price (MSRP) list will only be accepted on a bi-annual basis and must be approved by the Standing Offer Authority prior to implementation. Updated price lists must only be submitted according to the following schedule:

1st submission: October 1

For Option Period (if exercised)

1st submission: April 1

2nd submission: October 1

Standing Offer holders using updated price lists not approved by the Standing Offer authority, will have their Standing Offer set aside by Canada. The implementation of the new approved MSRP will be evidenced, for administrative purposes only, through a Standing Offer revision.

6.6. Authorities

6.6.1 Standing Offer Authority

The Standing Offer Authority is:

Huda Dahir

Supply Specialist

Public Works and Government Services Canada - Acquisitions Branch

LEFT Directorate, HP Division,

7A2, Place du Portage, Phase 3, 11 Laurier Street, Gatineau Quebec. K1A 0S5

Telephone: 873-469-3330

E-mail address: huda.dahir@pwgsc-tpsgc.gc.ca

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

6.6.2 Offeror's Representative

Name and telephone number of the person responsible for:

General Inquiries:

Name: _____ (to be completed by Offeror)

Telephone No. _____

Facsimile No. _____

E-mail address: _____

Delivery follow-up:

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Name: _____ (to be completed by Offeror)
Telephone No. _____
Facsimile No. _____
E-mail address: _____

6.6.3 Manufacturer Contact Person.

The Offeror must identify with their offer, in ANNEX "C", the name and current contact details for each manufacturer's contact person. The manufacturer's contact person must be the highest ranking authorized representative available. Canada reserves the right to verify the accuracy of the contact information provided for the manufacturer contact person.

6.7 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11.

6.8 Call-up Procedures

Multiple Standing Offers will be authorized for use. When a requirement is identified, the Identified Users will issue a call-up against the Standing Offer offering the hand tools which meet their requirements.

6.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call up Against a Standing Offer.

6.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

Requirements above \$40,000 but below \$400,000

For individual requirements exceeding \$40,000, but below \$400,000, the identified User must obtain written approval from the Standing Offer Authority before proceeding with the call-up. The Identified User must submit a copy of the Standing Offer quote, call-up request and all supporting documentation to the Standing Offer Authority for review and written approval. Call-up requests above the call-up limitation will be reviewed on a case by case basis and approval to exceed the \$40,000 limitation is not guaranteed.

Requirements above \$400,000

Should an individual requirement above \$40,000 not be approved by the Standing Offer Authority or exceed the call-up limitation of \$400,000, a detailed funded requisition (9200) must be submitted to PWGSC for processing as a separate requirement in accordance with PWGSC standard policies and procedures.

Requirements shall not be broken into a number of call-ups for the purpose of requisitioning pursuant to the Standing Offer.

6.10.1 Minimum Order

Individual call-ups must have a minimum value of \$100.00 (Applicable Taxes included).

6.11 Priority of Documents

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

- a) The call up against the Standing Offer, including any annexes;
- b) The articles of the Standing Offer;
- c) 2005 (2015-09-03), General Conditions - Standing Offers - Goods or Services
- d) 2010A (2015-09-03) General Conditions - Goods (Medium Complexity);
- e) Annex "A" – Firm Percentage Discount;
- f) Annex "C" – Manufacturers' Authorization Letter;
- g) The Offeror's offer dated _____.

6.12 Certifications

6.12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

6.13 Applicable Laws

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

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.

6.1 Requirement

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2010A (2015-09-03), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

6.3 Term of Contract

6.3.1 Delivery Date

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

6.3.2 Shipping instruction - Delivery at Destination

Goods must be consigned to the destination specified in the call-up and delivered:

Delivered Duty Paid (DDP) at the destination specified in the call-up Incoterms 2000 for shipments from a commercial contractor.

6.4 Payment

6.4.1 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, calculated based on Annex "A" Firm Percentage Discount applied against the Manufacturers Suggested Retail Price submitted with the offer or as approved by the Standing Offer Authority; in Canadian dollars,(DDP) Delivered Duty Paid Incoterms 2000, Customs Duties (included); and Applicable Taxes extra, if applicable.

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 Standing Offer Authority before their incorporation into the Work.

6.4.2 SACC Manual Clauses

C2000C	Taxes - Foreign-based Contractor	2007-11-30
H1001C	Multiple Payments	2008-05-12

6.4.3 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

6.5 Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in Section 10 of 2010A (2015-09-03), General Conditions - Goods or Services (Medium Complexity).

1. Invoices must be distributed as follows:

(a) The original and two (2) copies to the Consignee or as per instructions provided on each call-up documents.

6.6 Insurance

G1005C	Insurance	2008-05-12
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6.7 SACC Manual Clauses

B7500C	Excess Goods	2006-06-16
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30

6.8 Environmental Considerations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance

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considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement:

The Contractor is requested to provide all correspondence including (but not limited to) documents and reports in electronic format unless otherwise specified by the Contracting Authority, the Procurement Authority, thereby reducing printed material.

The Contractor should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.

ANNEX "A" – FIRM PERCENTAGE DISCOUNT

Offerors must provide their percentage discounts by completing this Annex and insert a percentage discount for the Manufacturers that they want to represent. Offerors do not have to offer a Firm Percentage Discount for all the Manufacturers identified in this Annex.

It is the responsibility of all Offerors to ensure that they provide the manufacturer's suggested retail price (MSRP) list effective at date of bid closing. CD copies of the MSRP will be accepted.

All Offerors must base their percentage discounts off of the same identical manufacturer's suggested retail price (MSRP) list as provided directly by the manufacturers listed in the attached documents and effective at date of bid closing.

Percentage discounts provided by each Standing Offer holder will remain fixed for the duration of the Standing Offer. Updates to the manufacturer's suggested retail price (MSRP) list will only be accepted once during the Standing Offer period (October 01) and twice for the option period (April 30 and October 01), if exercised, and must be approved by the Standing Offer Authority prior to implementation.

Standing Offer holders using updated price lists not approved by the Standing Offer authority, will have Canada set-aside their Standing Offer.

Any Offeror who fails to provide the manufacturer's suggested retail price (MSRP) list effective at date of bid closing, will be deemed non-compliant, removed from the process and will not be considered any further for that specific manufacturer.

5110: Hand Tools, Edged, Non-powered

Includes (but is not limited to); Chisels; Files; Pipe Cutters; Rasps; Hand saws and blades; Screw Plates; Axes and Handles; Hatchets; Machetes; Knives (Cutting, Drywall, Pocket, Multitool, Utility); Cutting Pliers; Scissors; Scrapers; Shears.

MANUFACTURER	FIRM PERIOD: (INSERT DISCOUNT % BELOW)	OPTION PERIOD: (INSERT DISCOUNT % BELOW)
Ames True Temper		
A. Richard Co.		
Armstrong Tools		
Aurora Tool		
Black & Decker		
Channellock		
Cooper Tools		
Cornwall Tools		
Crescent		
Fuller Tools		
Garant		
Geawrench		

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Gerber Gear		
Gray Tools		
KD Tools		
Klein		
MAC Tools		
Matco Tools		
Milwaukee		
Nicholson		
Olfa		
Ridgid		
Snap-on Tools		
Stanley/Proto		
Wera Tools		
Westward		

5120: Hand Tools, Nonedged, Nonpowered

Includes (but is not limited to); Hammers (Carpenter, Machinist, Sledge); Picks; Handles (all hand tools); Pliers (except pliers for cutting only); Screwdrivers; Bender Sets; Brushes; Punches; Clamps; Vises; Hex Keys; Igniters and Flints; Ratchets; Socket Wrenches; Sockets (SAE and Metric); Combination Keys and Wrenches (SAE and Metric); Shovels; Construction Rakes, Forks and Hoes; Jacks, including Contractors' Jacks; Wrecking Bars, Pry Bars, Crowbars; Blowtorches.

Excludes: Measuring Tools; Gardening Rakes, Forks, Hoes, and other Garden Tools.

MANUFACTURER	FIRM PERIOD: (INSERT DISCOUNT % BELOW)	OPTION PERIOD: (INSERT DISCOUNT % BELOW)
Ames True Temper		
Armstrong Tools		
Aurora Tool		
Bessey Tools		
Black & Decker		
Bondhus		
Channellock		
Cooper Tools		
Cornwall Tools		
Crescent		

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Fuller Tools		
Garant		
Geawrench		
Gerber Gear		
Gray Tools		
Irwin		
KD Tools		
Klein		
MAC Tools		
Matco Tools		
Milwaukee		
Nicholson		
Ridgid		
Snap-on Tools		
Stanley/Proto		
Wera Tools		
Westward		
Worthington		

5130: Hand Tools, Power Driven

Includes (but is not limited to); Drills and Drill Kits; Grinders; Demolition and Drill Hammers; Portable Planers; Electric Impacts; Riveters; Portable Electric Saws and Sanders; Pneumatic Tools; Abrasive Wheels, Cones, and other Abrasive Attachments for use only on Hand Held Power Tools.

MANUFACTURER	FIRM PERIOD: (INSERT DISCOUNT % BELOW)	OPTION PERIOD: (INSERT DISCOUNT % BELOW)
Black & Decker		
Blackstone		
Bosch		
Chicago Pneumatic		
DeVilbis		
Dewalt		
Delta Machinery		
Dremel		

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Flexovit		
General International		
Greenfield		
Hilti		
Hitachi		
Ingersol Rand		
Makita		
Matco Tools		
Metabo		
Milwaukee		
Porter Cable		
Skil		
Snap-on Tools		
Stanley/Proto		
Tyrolit		
Weiler		
Westward		

5133: Drill Bits, Counter bores, and Countersinks: Hand and Machine

MANUFACTURER	FIRM PERIOD: (INSERT DISCOUNT % BELOW)	OPTION PERIOD: (INSERT DISCOUNT % BELOW)
Black & Decker		
Bosch		
Clarkson Osborn		
Dormer Tool		
Greenfield		
Kennametal		
LS Starrett		
Milwaukee		
Morse		
OSG Taps and Dies		

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Sandvik		
Snap-on Tools		
Union Butterfield		

**5136: Taps, Dies, and Collets; Hand and Machine
Excludes: Punching, Stamping, and Marking Dies.**

MANUFACTURER	FIRM PERIOD: (INSERT DISCOUNT % BELOW)	OPTION PERIOD: (INSERT DISCOUNT % BELOW)
Armstrong Tools		
Black & Decker		
Bosch		
Clarkson Osborn		
Dewalt		
Dormer		
Gearwrench		
Greenfield		
Kennametal		
LS Starrett		
Morse		
OSG Taps and Dies		
Sandvik		
Snap-on Tools		
Union Butterfield		
Widia		
Wera Tools		

5140: Tool and Hardware Boxes

Includes: Tool Boxes (mobile); Tool Bags; Tool Belts

MANUFACTURER	FIRM PERIOD: (INSERT DISCOUNT % BELOW)	OPTION PERIOD: (INSERT DISCOUNT % BELOW)
Armstrong Tool		
Aurora Tool		
Dewalt		

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Ergodyne		
Gearwrench		
Gray Tools		
Irwin		
Kennedy (Cornwell)		
Klein		
Knaack		
Kuny's		
MAC Tools		
Matco Tools		
Rock River		
Rousseau Metal		
Snap-on Tools		
SPG International		
Stanley/Proto		
Waterloo		
Westward		

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ANNEX "B" – MANDATORY QUARTERLY USAGE REPORTS

Standing Offer No.:		Start Date of Standing Offer (DD/MM/YYYY)		End Date of SO (DD/MM/YYYY)				
Total Value to Date: \$_____		Total Value for Reporting Period: \$_____		Start of Reporting Period (DD/MM/YYYY)		End of Reporting Period (DD/MM/YYYY)		
Item Description								
Department	Order No.	Part Number	Item	QTY	Unit of Measure	Date of Order	Date of Delivery	Value of Order (including taxes)

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ANNEX "C" – MANUFACTURERS' AUTHORIZATION LETTER

Department of Public Works & Government Services Canada
11 Laurier St.
7A2, Place du Portage, Phase III,
Gatineau, Quebec, K1A0S5
Attention: Huda Dahir

This letter certifies that (Offerors Company Name) is an authorized dealer of (Manufacturers Company Name) products and is approved to supply our Hand Tools to the Government of Canada through the standing offer E60HP-16TOOL/B.

(Manufacturers Company Name) guarantees that it has directed its products to be organized in the identical sub-categories for all Offerors authorized for the same product lines.

(Manufacturers Company Name) has agreed to utilized "MSRP" as a pricing base point as indicated on the supplied common MSRP price list and guarantees that all Offerors will provide identical common MSRP for their product lines.

Manufacturers Contact Person:

Manufacturer: _____
Contact Name: _____
Title: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

Best Regards,

[Signature]

Name of Highest Ranking Authorized Representative: _____
Title: _____
Manufacturers Company Name: _____
Phone number: _____
E-mail address: _____