

**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

<b>Title - Sujet</b> Hand Tools		<b>Solicitation No. - N° de l'invitation</b> E60HP-18TOOL/B		<b>Date</b> 2018-03-09	
<b>Client Reference No. - N° de référence du client</b> E60HP-18TOOL		<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$HP-940-74583			
<b>File No. - N° de dossier</b> hp940.E60HP-18TOOL		<b>CCC No./N° CCC - FMS No./N° VME</b>			
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-04-23</b>				<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>Delivery Required - Livraison exigée</b> See Herein					
<b>Address Enquiries to: - Adresser toutes questions à:</b> Murray, David				<b>Buyer Id - Id de l'acheteur</b> hp940	
<b>Telephone No. - N° de téléphone</b> (819)420-2793 ( )				<b>FAX No. - N° de FAX</b> ( ) -	
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes					
<b>Security - Sécurité</b> 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**

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

## Request for Standing Offer (RFSO) Summary

This RFSO contains instructions for submitting an offer for both the Procurement Strategy for Aboriginal Businesses (PSAB) Standing Offer (SO) and the non-PSAB SO. Offerors may submit an Offer for either one or both SO's.

Offerors must indicate, using the check boxes below, which SO(s) they are providing an Offer for.

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

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

And/or

☐ Non-PSAB (General Supplier)

### **For Offerors submitting an Offer for both a PSAB and non-PSAB SO.:**

The entire RFSO submission does not have to be duplicated. PSAB offers will be evaluated separately from non-PSAB offers. If unique financial data needs to be submitted on the following submission documents for PSAB and non-PSAB Offers, the original, blank submission documents should be copied, completed and correctly renamed with PSAB or non-PSAB in the file name.

- ANNEX "A" - FIRM PERCENTAGE DISCOUNT

**Throughout the RFSO, other clearly indicated PSAB-only submission requirements do exist and must be completed, for a PSAB offer to be considered compliant.**

## **PART 1 – GENERAL INFORMATION**

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- 1.5 KEY TERMS

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- 6.8 CALL-UP PROCEDURES
- 6.9 CALL-UP INSTRUMENT
- 6.10 LIMITATION OF CALL-UPS
- 6.11 PRIORITY OF DOCUMENTS
- 6.12 CERTIFICATIONS
- 6.13 APPLICABLE LAWS

Solicitation No. - N° de l'invitation  
E60HP-18TOOL/B  
Client Ref. No. - N° de réf. du client  
E60HP-18TOOL

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hp940.E60HP-18TOOL

Buyer ID - Id de l'acheteur  
hp940  
CCC No./N° CCC - FMS No./N° VME

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## **B. RESULTING CONTRACT CLAUSES**

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- 6.5 INVOICING INSTRUCTIONS
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### **ANNEX "A"**

FIRM PERCENTAGE DISCOUNT

### **ANNEX "B"**

MANUFACTURERS' AUTHORIZATION LETTER

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GENERAL CONDITIONS 2009 – STANDING OFFERS – GOODS OR SERVICES - AUTHORIZED USERS

### **ANNEX "D"**

GENERAL CONDITIONS 2015A – GENERAL CONDITIONS – GOODS - AUTHORIZED USER - (MEDIUM COMPLEXITY)

### **ANNEX "E"**

MANDATORY QUARTERLY USAGE REPORTS

### **ANNEX "F"**

ELECTRONIC PAYMENT INSTRUMENTS

## **ATTACHMENT:**

ANNEX 9.4. REQUIREMENTS FOR THE SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

## **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 and Additional Information: includes the certifications and additional information to be provided;   |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:<br><br>6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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 the Requirement, ANNEX "A" –Firm Percentage Discount, ANNEX "B" – Manufacturers' Authorization Letter, ANNEX "C" - General Conditions 2009 - Standing Offers – Goods or Services – Authorized Users, ANNEX "D" - General Conditions 2015A – General Conditions - Goods - Authorized User - (Medium Complexity), ANNEX "E" –Mandatory Quarterly Usage Reports and ANNEX "F"- Electronic Payment Instruments.

### **1.2 Summary**

#### **1.2.1 Requirement**

To establish National Master Standing Offers (NMSO's) for the supply of Hand Tools included in Federal Stock Classes 5110, 5120, 5130, 5133, 5136, 5140, and 5180 on an as-and-when requested basis, as described in ANNEX "A" – Firm Percentage Discount.

For non-PSAB and PSAB Standing Offers:

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

This RFSO may result in both PSAB and non-PSAB Offerors being issued a SO.

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

### 1.2.2 Authorized Users

(a) Federal Identified Users:

Means any Federal 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.

(b) Provincial/Territorial Identified Users:

Means any Canadian province or territory including Municipal, Academic Institutions, Schools and Hospitals Sector (MASH) to whom the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

Below is a list of provinces and territories who have shown interest in making call-ups against the Standing Offer:

- Nova Scotia

Only the Authorized Users will be authorized to issue call-ups against this NMSO.

### 1.2.3 Standing Offer Duration

The period for making call-ups against the Standing Offer will be for a one (1) year period from the date of issuance of any Standing Offer plus two (2) one (1) year option periods.

### 1.2.4 Trade Agreements

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

### 1.2.5 Comprehensive Land Claim Settlement Agreements (CLCA's)

The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the requirement detailed in the RFSO, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

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### 1.2.6 Set-aside under the Procurement Strategy for Aboriginal Business: (PSAB SO only)

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*.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

Further to Article 800 of the [Canadian Free Trade Agreement](#) (CFTA), CFTA does not apply to this procurement.

### 1.2.7 Epost Connect

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation for offer submission. Offerors must refer to Part 2 of the RFSO entitled Instructions to offerors for further information.

### 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 Electronic Purchasing Tool – Notification

Canada may, at any time during the Standing Offer period, choose to make use of an electronic procurement solution or other electronic tools to manage the Standing Offer and associated ordering processes.

Any costs associated with the implementation and maintenance of the Offeror's participation in the electronic procurement solution will be borne by the Offeror.

Canada agrees to provide the Offeror with no less than a three (3) month notice to allow for the migration to any electronic procurement solution. Any notice will, at a minimum, include the following:

- (a) the Commercial name of the electronic procurement solution;
- (b) requirements pertaining to enablement or membership to the supplier networks;
- (c) technical requirements for catalogue formats and system interfaces (if applicable);
- (d) payment processing requirements (if applicable);
- (e) implementation plan; and
- (f) order processing requirements and workflows.

### 1.5 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 offered from Manufacturers (MSRP) 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.

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## 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) (<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 (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection General Information of 2006, Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements, is amended as follows:

Delete: the words “departments and agencies” and “Canada”  
Insert: Authorized User

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

The 2006 standard instructions is amended as follows:

- Section 5, entitled Submission of offers, is amended as follows:
  - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each offer, at RFSO closing date and time or upon request from the Standing Offer Authority, for example in the case of epost Connect service, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
  - subsection 2.d is deleted entirely and replaced with the following: "send its offer only to the specified Bid Receiving Unit of Public Works and Government Service Canada (PWGSC) in the RFSO or to the specified address in the RFSO."
  - subsection 2.e is deleted entirely and replaced with the following: "ensure that the Offeror's name, return address and procurement business number, RFSO number, and RFSO closing date and time are clearly visible on the offer; and"
- Section 6, entitled Late offers, is deleted entirely and replaced with the following: "PWGSC will return offers delivered after the stipulated RFSO closing date and time, unless they qualify as a delayed offer as described in the section entitled Delayed offers. For offers submitted using means other than Canada Post Corporation's epost Connect service, the physical offer will be returned. For offers submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late offer will be deleted."



- Section 07, entitled Delayed offers, is amended as follows:
  - Subsection 1 is amended to add the following piece of evidence: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity;"
- Section 8, entitled Transmission by facsimile, is deleted entirely and replaced with the following section:

"Transmission by facsimile or by epost Connect

  1. Facsimile
    - a. Unless specified otherwise in the RFSO, offers may be submitted by facsimile. The only acceptable facsimile number for responses to RFSOs issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the RFSO. The facsimile number for responses to RFSOs issued by PWGSC regional offices is identified in the RFSOs.
    - b. For offers transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed offer including, but not limited to, the following:
      - i. receipt of garbled or incomplete offer;
      - ii. availability or condition of the receiving facsimile equipment;
      - iii. incompatibility between the sending and receiving equipment;
      - iv. delay in transmission or receipt of the offer;
      - v. failure of the Offeror to properly identify the offer;
      - vi. illegibility of an offer; or
      - vii. security of offer data.
    - c. An Offer transmitted by facsimile constitutes the formal offer of the Offeror and must be submitted in accordance with the section entitled Submission of offers.
  2. ePost Connect
    - a. Unless specified otherwise in the RFSO, offers may be submitted by using the [epost Connect service provided by Canada Post Corporation](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a) ([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)).
    - b. To submit an offer using epost Connect service, the Offeror must either:
      - i. send directly its offer only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
      - ii. send as early as possible, and in any case, at least six business days prior to the RFSO closing date and time, an email that includes the RFSO number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
    - c. If the Offeror is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Offeror to transmit its offer afterward at any time prior to the RFSO closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access the message within the conversation, and the Offeror can reply to the email notification by transmitting its offer.
    - d. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least 30 business days after RFSO closing date and time.
    - e. The email address of PWGSC Bid Receiving Unit in Headquarters is: [TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca). The RFSO number must be identified in the epost Connect message field of all electronic transfers.

- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an offeror not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the RFSO in order to register for the epost Connect service.
- g. For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
  - i. receipt of a garbled or incomplete offer;
  - ii. availability or condition of the epost Connect service;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the offer;
  - v. failure of the Offeror to properly identify the offer;
  - vi. illegibility of the offer;
  - vii. security of offer data; or
  - viii. inability to create an electronic conversation through the epost Connect service.
- h. An offer transmitted by epost Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with the section entitled Submission of offers."

### 2.1.1 SACC Manual Clauses

M1004T	Condition of Material	2016-01-28
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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 ten (10) 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 resulting Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

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, the Offeror is deemed to have consented to that the applicable laws as specified herein by Canada.

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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 8 of the 2006 standard instructions and as amended in Part 2 - Offeror Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

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

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copies)  
Section II: Financial Offer (1 hard copies)  
Section III: Certifications (1 hard copies)

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

Prices/Percentage discounts must appear in the financial offer only. No prices/percentage discounts 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.

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## **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.

### **a) Manufacturers Authorization Letters:**

Offerors must provide a recently completed Manufacturer's Authorization Letter (See ANNEX "B" - Manufacturer's Authorization Letter) for each manufacturer being offered. The manufacturer's letters must be provided with the offer at time of bid closing. These letters must be under the letterhead of the manufacturer, signed by the representative indicated in the Offerors Technical Offer and should have the absolute authority to designate agents / distributors.

An Offeror cannot provide a percentage discount for a manufacturer that has not been validated by providing the Standing Offer Authority with a rightfully signed authorization letter.

Where a distributor, and not a manufacturer, has sole and exclusive rights to grant dealer authorizations set national pricing and to promote and supply manufacturer's products across Canada, the distributor may act on behalf of the manufacturer to provide all the necessary RFSO dealer authorization letters and MSRP list.

The Manufacturers Authorization Letter template found at ANNEX "B" – Manufacturer's Authorization Letter must not be modified and must be completed in its entirety.

### **b) Manufacturer Contact Person:**

As part of their Technical offer, Offerors must identify a Manufacturer Contact Person for each manufacturer listed in their offer. The name and current contact details of each contact person must be provided in ANNEX "B" - Manufacturer's Authorization Letter. Public Service and Procurement Canada (PSPC) 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.

It is the Offeror's responsibility to obtain the co-operation of the manufacturer, to agree to, and select only one (1) Manufacturer Contact Person to represent the manufacturer's products for this RFSO. The Manufacturer Contract Person must be the highest ranking authorized representative available.

### **c) Common Canadian Manufacturer's Suggested Retail Price (MSRP):**

As part of their Technical Offer, Offerors must provide a copy of the most recent Common Canadian Manufacturer's Suggested Retail Price List (MSRP) at time of bid closing; for each manufacturer offered. Offerors submitting for both the PSAB and non-PSAB SO's are not required to submit duplicate manufacturer price lists. One price list per manufacturer is all that is required.

In the interest of Green Procurement and reducing Canada's paper consumption, PSPC strongly encourages offerors to submit their Common Canadian MSRP price lists electronically, at time of bid closing in a CD-ROM. Acceptable formats are as follows: PDF, MSWORD, MS EXCEL. Paper copies are also acceptable.

## **Section II: Financial Offer**

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

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 Electronic Payment of Invoices - Offer**

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

If ANNEX "F" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

### **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 and additional information required under Part 5.

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## 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.

Offerors must, at a minimum, offer the following:

Three (3) of the Hand Tool Classes 5110, 5120, 5130, 5133, 5136, 5140, and 5180 identified in ANNEX "A" –Firm Percentage Discount;

- 4.1.1.2** Offerors must complete and submit with their offer, the Manufacturers Authorization Letter as per ANNEX "B", that includes the name and current contact information of the Manufacturer Contact Person for each manufacturer selected in ANNEX "A" – Firm Percentage Discount List.

- 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

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

- 4.1.2.2** 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.

- 4.1.2.3** Aggregate Firm Percentage Discount calculation:

Bids will be evaluated on an aggregate Firm Percentage Discount basis for each manufacturer as follows:

- a) The Firm Percentage Discount quoted for each year (one (1) firm year and 2 (two) one (1) year option periods), for each manufacturer, will be added together and divided by three (3), up to 2 (two) decimals) and;
- b) The result will be the total aggregate Firm 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** (a) Non-PSAB offers:

In order for a manufacturer to be selected, a manufacturer must be offered by three (3) or more offerors.

(b) PSAB offers:

PSAB offers will be evaluated separately. In order for a manufacturer to be selected, a manufacturer must be offered by two (2) or more offerors.

**4.2.3** a) The two (2) Offerors with the highest aggregate Firm Percentage Discount per Manufacturer selected, within each class, will be issued a Standing Offer.

b) In the event of identical aggregate Firm Percentage Discounts offered, additional (may be more than two) Standing Offers will be issued for that particular manufacturer.

Illustration of the selection process:

Manufacturers:

a) (Non-PSAB reference para 4.2.2 (a) above):

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

Manufacturers Selected:

Dalloz manufacturer will be selected. Mate and Bran will not be selected.

b) (PSAB reference para 4.2.2 (b) above):

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

Manufacturers Selected:

Dalloz and Mate manufacturers will be selected. Bran will not be selected.

Aggregate Firm Percentage Discounts:

i) Offerors Selected for the highest aggregate Firm Percentage Discount offered (reference para 4.2.3 a) above):

OFFEROR	GSIN	MANUFACTURER	FIRM YEAR MSRP DISCOUNT	OPTION YEAR (1) MSRP DISCOUNT	OPTION YEAR (2) MSRP DISCOUNT	AGGREGATE MSRP DISCOUNT
Alpha	5110	Dalloz	60%	55%	55%	56.67%
Bravo	5110	Dalloz	55%	50%	50%	51.67%
Charlie	5110	Dalloz	50%	45%	45%	46.67%
Delta	5110	Dalloz	50%	45%	40%	45.00%

Offerors Selected:

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

ii) In the event of identical aggregate Firm Percentage Discounts offered (reference para 4.2.3 b) above):

OFFEROR	GSIN	MANUFACTURER	FIRM YEAR MSRP DISCOUNT	OPTION YEAR (1) MSRP DISCOUNT	OPTION YEAR (2) MSRP DISCOUNT	AGGREGATE MSRP DISCOUNT
Alpha	5110	Dalloz	60%	50%	50%	53.33%
Bravo	5110	Dalloz	55%	50%	50%	51.67%
Charlie	5110	Dalloz	50%	55%	50%	51.67%
Delta	5110	Dalloz	50%	45%	40%	45.00%

Offerors Selected:

Alpha, Bravo and Charlie will each be issued a standing offer for manufacturer Dalloz within GSIN 5110. Delta will not 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. Unless specified otherwise, 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. Offerors submitting for both the PSAB and non-PSAB SO's are not required to submit duplicates for the following certifications. One certification per offer is all that is required.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

#### 5.1.2 Additional Certifications Required with the Offer

##### 5.1.2.1 Set-aside for Aboriginal Business (PSAB offerors only)

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [ANNEX 9.4](#) of the *Supply Manual*.
2. The Offeror:
  - i. certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned ANNEX.
  - ii. agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned ANNEX.
  - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned ANNEX.

3. The Offeror must check the applicable box below:
- i. ☐ The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.  
**OR**
  - ii. ☐ The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Offeror must check the applicable box below:
- i. ☐ The Aboriginal business has fewer than six full-time employees.  
**OR**
  - ii. ☐ The Aboriginal business has six or more full-time employees.
5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.
6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

#### 5.1.2.2 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:

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

\_\_\_\_\_  
Printed name of owner and/or employee

\_\_\_\_\_  
Signature of owner and/or employee

\_\_\_\_\_  
Date

## 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 – Required Documentation

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

### 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" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

### 5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

#### 5.2.3.1 General Environmental Criteria Certification

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

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

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Bidders' Authorized Representative Signature

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Date

or

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

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

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

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

#### **5.2.3.2 ISO 9000 Certification**

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

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## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### DEFINITIONS:

In this Standing Offer, unless the context otherwise requires:

##### “Authorized User”

Means a Federal Identified User and Provincial/Territorial Identified User as specified in the Standing Offer and authorized by the Standing Offer Authority to make call-ups against the Standing Offer.

##### “Federal Identified User”

Means any Federal 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.

##### “Provincial/Territorial Identified User”

Means any Canadian province or territory including Municipal, Academic Institutions, Schools and Hospitals Sector (MASH) to whom the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

#### GENERAL INFORMATION:

The Offeror will provide and deliver the goods, services or both described in the Standing Offer, in accordance with the pricing set out in this Standing Offer if and when the Authorized User requests such goods, services or both, in accordance with the conditions set out in the Standing Offer.

##### Principal – Agent Relationship

Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada. By issuing a call-up against the Standing Offer, the “Provincial/Territorial Identified User” accepts all responsibilities and liabilities associated with the issuance and management of the call-up.

##### No Obligation

The Provincial/Territorial Identified User has no obligation to use the Standing Offer.

##### Exclusionary Clause

The Offeror agrees that they will have no claim, action, cause of action, or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law, for damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising, against Her Majesty the Queen in Right of Canada directly or indirectly connected with the Standing Offer or call-up against the Standing Offer when the call-up is issued by a Provincial/Territorial Identified User.

## **6.1 Offer**

**6.1.1** The Offeror offers to fulfill the requirement in accordance with the Requirement at ANNEX "A" Firm Percentage Discount.

## **6.2 Security Requirements**

**6.2.1** There is no security requirement applicable to the 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**

ANNEX "C" - General Conditions 2009 - Standing Offers - Goods or Services – Authorized Users, apply to and form part of the Standing Offer.

The following articles are only applicable to Federal Identified Users:  
Article 11, Integrity Provisions - Standing Offer

### **6.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on the provision of goods and services for both Federal Identified Users and Provincial/Territorial Identified Users for all contracts resulting from the Standing Offer. This data must include all purchases by Authorized Users, including those paid for by an Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in ANNEX "E" – 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 date of issuance of any Standing Offer to 30 April 2019.

### **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 two (2) one (1) year periods, from 1 May 2019 to 30 April 2020 and 1 May 2020 to 30 April 2021 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 thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### **6.4.3 Comprehensive Land Claim Settlement Agreements (CLCA's)**

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

## **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:

Name: David Murray

Title: Supply Officer

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

Solicitation No. - N° de l'invitation  
E60HP-18TOOL/B  
Client Ref. No. - N° de réf. du client  
E60HP-18TOOL

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hp940.E60HP-18TOOL

Buyer ID - Id de l'acheteur  
hp940  
CCC No./N° CCC - FMS No./N° VME

Telephone: 819-420-2793  
Facsimile: 819-953-2953  
E-mail address: david.murray@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.

If a call-up is issued by:

**Federal Identified User:**

The Standing Offer Authority is the Contracting Authority for call-ups made by Federal Identified User and as such is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User

**Provincial/Territorial Identified User:**

The Provincial/Territorial Identified User is the Contracting Authority and as such is responsible for any contractual issues or any other issues related to individual call-ups made against the Standing Offer.

**6.6.2 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.

**6.6.3 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:**

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

**6.6.4 Manufacturer Contact Person.**

The Offeror must identify with their offer, in ANNEX "B" – Manufacturers Authorization Letter, 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.



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## 6.7 Authorized Users

### 6.7.1 Federal 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.C., 1985, c. F-11.

### 6.7.2 Provincial/Territorial Identified Users

The following provincial or territorial organizations are the only organizations authorized to make call-ups against this Standing Offer.

- Nova Scotia

The call-up against a standing offer must be issued by a Provincial/Territorial Identified User identified on the lists mentioned above. It is the responsibility of the Offeror to ensure that the entity making the call-up against the Standing Offer is duly authorized to do so.

### 6.7.3 Disclosure of information – Optional Users

The Offeror acknowledges that Municipal, Academic, Institutions, Schools and Hospitals Sector (MASH) entities that have not been identified as Authorized Users of this Standing Offer (referred to hereinafter as "Optional Users") may be interested in procuring for their own use the goods, services or both as described in this Standing Offer (referred to hereinafter as "Deliverables").

In the event that an Optional User contacts the Offeror to purchase some or all of the Deliverables (referred hereinafter as a "Request"), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as "Separate Agreement").

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Offeror. The Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

“Optional Users” are MASH entities that have not been specifically authorized by their respective provinces/territories to issue Call-Ups under the Standing Offer.

« MASH entities » are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

## 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.

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the second ranked offeror. When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately. The resulting call-ups are considered competitive and the competitive call-up authorities can be used.

## 6.9 Call-up Instrument

### 6.9.1 Call-up Instrument for Federal Identified User

The Work will be authorized or confirmed by 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 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 at a minimum:

Identifies the Standing Offer number;  
Signifies acceptance of the terms and conditions of the Standing Offer;  
Includes a description and a unit price for each item on the call up;  
Identifies the total value of the call up;  
Identifies a point of delivery;  
Acknowledges that funds are available under Section 32 of the Financial Administration Act;  
Acknowledges the User's authority to enter into a contract.

## 6.9.2 Call-up Instrument for Provincial/Territorial Identified User

For Call-ups issued by a Provincial/Territorial Identified User, the Work will be authorized using the GC 942-3, Call-Up Against a Standing Offer (FPT) form. This form is available through the [PWGSC Forms Catalogue](#) Web site.

Or an equivalent form of electronic call-up document which at a minimum:

- identifies Standing Offer number;
- identifies the total value of the Call-up;
- includes the unit price for each item on the Call-up;
- identifies a point of delivery;
- includes confirmation of available funds under the applicable legislation, regulation or policy, as applicable;
- includes confirmation of the Authorized User's authority to enter in to a Contract; and
- includes acceptance of the terms and conditions of the Standing Offer.

## 6.9.3 Transaction Requirements

When using a credit card to make a call-up, Authorized User(s) must submit the following information in writing to the vendor prior to confirmation of order:

- a) The Standing Offer number; and
- b) The quote number

Call-ups against the Standing Offer paid for with the Government of Canada acquisition card (credit card) at point of sale must be given the same prices and conditions as any other Call-up.

## 6.9.4 Numbering of Call-ups paid for by Acquisition Cards.

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

## 6.10 Limitation of Call-ups

### 6.10.1 Limitation of Call-ups Federal Identified User

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.

## Minimum Order

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

### 6.10.2 Limitation of Call-ups for Provincial/Territorial Identified User

Individual call-ups against a Standing Offer must not exceed each province or territory's financial delegation.

### 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) ANNEX "A" - Firm Percentage Discount;
- d) ANNEX "B" - Manufacturers' Authorization Letter;
- e) ANNEX "C" - General Conditions 2009 Standing Offers - Goods or Services- Authorized Users;
- f) ANNEX "D" - General Conditions 2015A – General Conditions – Goods - Authorized User - (Medium Complexity)
- g) the Offeror's offer dated \_\_\_\_\_ .

### 6.12 Certifications and Additional Information

#### 6.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

#### 6.12.2. SACC Manual Clauses

A3000C	Aboriginal Business Certification (if applicable)	2014-11-27
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### 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**

### **DEFINITIONS:**

In the Contract, unless the context otherwise requires:

#### **“Authorized User”**

Means a Federal Identified User and Provincial/Territorial Identified User as identified in the Contract.

#### **“Federal Identified User”**

Means any Federal 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.

#### **“Provincial/Territorial Identified User”**

Means any Canadian province or territory including Municipal, Academic Institutions, Schools and Hospitals Sector (MASH) to whom the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

## **GENERAL INFORMATION**

### **No Obligation**

The Provincial/Territorial Identified User has no obligation to use the Standing Offer.

### **Exclusionary Clause**

No Contractor will have any claim, action, cause of action, or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law, for damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising, against Her Majesty the Queen in Right of Canada directly or indirectly connected with this call-up against a Standing Offer where the call-up against a Standing Offer is issued by a Provincial/Territorial Identified User. The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

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**

ANNEX "D" - General Conditions 2015A – General Conditions - Goods - Authorized User - (Medium Complexity apply to and form part of the Contract.

The following sections apply to Federal Identified Users only:

Section 27 – Contingency Fees

Section 29 – Integrity Provisions – Contract

Section 31 – Code of Conduct for Procurement - contract

The following sections are amended as follows:

(a) Article 15 Payment Period, of General conditions 2015A will not apply to payments made by credit cards.

(a) Article 16 Interest on Overdue Accounts, of General Conditions 2015A will not apply to payments made by credit cards.

## **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 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 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

#### 6.5 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.

2. Invoices must be distributed as follows:

The Contractor must submit invoices in accordance with the information required in Section 10 Invoice Submission of 2015A GENERAL CONDITIONS – Goods - Authorized User - (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 document.

#### 6.6 Insurance

G1005C	Insurance – No Specific Requirement	2016-01-28
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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

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## **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.



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**GSIN/Class 5110:****Page 1**

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.

<b>MANUFACTURER</b>	<b>FIRM PERIOD: 2018-2019 (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 1 / 2019-2020: (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 2 / 2020-2021: (INSERT DISCOUNT % BELOW)</b>
Ames True Temper			
Apex			
A. Richard Co.			
Atlas Copco			
Aurora Tool			
Black & Decker			
Channellock			
Cooper Tools			
Cornwall Tools			
Crescent			
Fuller Tools			
Garant			
Geawrench			
Gerber Gear			
Gray Tools			
Jet			
KD Tools			
Klein			
MAC Tools			
Matco Tools			
Milwaukee			
Nicholson			

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**GSIN/Class 5110:****Page 2**

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.

<b>MANUFACTURER</b>	<b>FIRM PERIOD: 2018-2019 (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 1 / 2019-2020: (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 2 / 2020-2021: (INSERT DISCOUNT % BELOW)</b>
Olfa			
Pferd			
Proto			
Ridgid			
Snap-on Tools			
Stanley			
Wera Tools			
Westward			
Wiss			

Offerors may propose additional manufacturers (reference PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION, Article 4.2.)

<b>OTHER PROPOSED MANUFACTURERS</b>	<b>FIRM PERIOD: 2018-2019 (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 1 / 2019-2020: (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 2 / 2020-2021: (INSERT DISCOUNT % BELOW)</b>

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**GSIN/Class 5120:****Page 1**

Hand Tools, Nonedged, Nonpowered.

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

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

<b>MANUFACTURER</b>	<b>FIRM PERIOD: 2018-2019 (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 1 / 2019-2020: (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 2 / 2020-2021: (INSERT DISCOUNT % BELOW)</b>
Ames True Temper			
Apex			
Aurora Tool			
Bessey Tools			
Black & Decker			
Bondhus			
Channellock			
Cooper Tools			
Cornwall Tools			
Crescent			
Dewalt			
Equiprite			
Fuller Tools			
Garant			
Geawrench			
Gerber Gear			
Gray Tools			
Irwin			
Jet			
KD Tools			

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**GSIN/Class 5120:****Page 2**

Hand Tools, Nonedged, Nonpowered.

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

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

<b>MANUFACTURER</b>	<b>FIRM PERIOD: 2018-2019 (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 1 / 2019-2020: (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 2 / 2020-2021: (INSERT DISCOUNT % BELOW)</b>
Klein			
Knipex			
MAC Tools			
Matco Tools			
Milwaukee			
Nicholson			
Proto			
Ridgid			
SK Tools			
Snap-on Tools			
Stanley			
Wera Tools			
Westward			
Worthington			
Wright Tool			
Xcelite			

[illegible]

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**GSIN/Class 5130:****Page 1**

Hand Tools, Power Driven:

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

<b>MANUFACTURER</b>	<b>FIRM PERIOD: 2018-2019 (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 1 / 2019-2020: (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 2 / 2020-2021: (INSERT DISCOUNT % BELOW)</b>
Black & Decker			
Blackstone			
Bosch			
Carborundum			
Chicago Pneumatic			
Cleo/Dotco			
DeVilbiss			
Dewalt			
Delta Machinery			
Dremel			
Flexovit			
General International			
Greenfield			
Hilti			
Hitachi			
Ingersoll Rand			
Irwin			
Jet			
Lenox Tools			
Makita			
Matco Tools			
Metabo			
Milwaukee			

Offerors may propose additional manufacturers (reference PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION, Article 4.2.)

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**GSIN/Class 5133:****Page 1**

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

<b>MANUFACTURER</b>	<b>FIRM PERIOD: 2018-2019 (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 1 / 2019-2020: (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 2 / 2020-2021: (INSERT DISCOUNT % BELOW)</b>
Black & Decker			
Bosch			
Clarkson Osborn			
Dewalt			
Dormer Tool			
FMT Tooling Systems			
Greenfield			
Hilti			
Irwin			
Kennametal			
Lennox Tools			
LS Starrett			
Milwaukee			
Morse			
OSG Taps and Dies			
Sandvik			
Snap-on Tools			
Union Butterfield			
Walter Surface Technologies			



[illegible]

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**GSIN/Class 5136:****Page 1**

Taps, Dies, and Collets; Hand and Machine.

Excludes: Punching, Stamping, and Marking Dies.

<b>MANUFACTURER</b>	<b>FIRM PERIOD: 2018-2019 (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 1 / 2019-2020: (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 2 / 2020-2021: (INSERT DISCOUNT % BELOW)</b>
Black & Decker			
Bosch			
Clarkson Osborn			
Dewalt			
Dormer			
FMT			
Gearwrench			
Greenfield			
Kennametal			
LS Starrett			
Morse			
OSG Taps and Dies			
Sandvik			
Snap-on Tools			
Union Butterfield			
Widia			
Wera Tools			

Offerors may propose additional manufacturers (reference PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION, Article 4.2.)

<b>OTHER PROPOSED MANUFACTURERS</b>	<b>FIRM PERIOD: 2018-2019 (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 1 / 2019-2020: (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 2 / 2020-2021: (INSERT DISCOUNT % BELOW)</b>

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**GSIN/Class 5140:****Page 1**

Tool and Hardware Boxes.

Includes: Tool Bags, Tool Belts, Tool Boxes (Portable).

<b>MANUFACTURER</b>	<b>FIRM PERIOD: 2018-2019 (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 1 / 2019-2020: (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 2 / 2020-2021: (INSERT DISCOUNT % BELOW)</b>
Aurora Tool			
Delta			
Dewalt			
Ergodyne			
Gearwrench			
Gray Tools			
Greenlee			
Irwin			
Jet			
Kennedy (Cornwell)			
Klein			
Knaack			
Kuny's			
Lista International			
MAC Tools			
Matco Tools			
Proto			
Rock River			
Rousseau Metal			
Snap-on Tools			
SPG International			
Stanley			
Vidmar			

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Waterloo			
Westward			

**GSIN/Class 5140:**

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## Tool and Hardware Boxes.

Includes: Tool Bags, Tool Belts, Tool Boxes (Portable).

Offerors may propose additional manufacturers (reference PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION, Article 4.2.)

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**GSIN/Class 5180:****Page 1**

Sets, Kits, and Outfits of Hand Tools.

Includes (but is not limited to): kits for Automotic Mechanics, Body and Fender Repair, Electricians.

<b>MANUFACTURER</b>	<b>FIRM PERIOD: 2018-2019 (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 1 / 2019-2020: (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 2 / 2020-2021: (INSERT DISCOUNT % BELOW)</b>
Ames True Temper			
Aurora Tool			
Bessey Tools			
Bahco			
Black & Decker			
Bondhus			
CDI			
Channellock			
Cornwall Tools			
Cooper Tools			
Crescent			
C S UNITEC			
Dewalt			
Equiprite			
Fuller Tools			
Garant			
Geawrench			
Gerber Gear			
Gray Tools			
Greenlee			
Husqvarna			
Irwin			
Jet			

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CCC No./N° CCC - FMS No./N° VME

**GSIN/Class 5180:****Page 2**

Sets, Kits, and Outfits of Hand Tools.

Includes (but is not limited to): kits for Automotic Mechanics, Body and Fender Repair, Electricians.

KD Tools			
Klein			
Knipex			
Lejeune			
MAC Tools			
Matco Tools			
Milwaukee			
Nicholson			
OTC			
Proto			
Ridgid			
Rock River Tool			
SK Tools			
Snap-on Tools			
Stanley			
Tamco			
Tuff Grade			
Wera Tools			
Westward			
Williams tools			
Worthington			
Wright Tool			
Xcelite			

[illegible]

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## ANNEX "B" – MANUFACTURERS' AUTHORIZATION LETTER

Department of Public Works & Government Services Canada

11 Laurier St.

7A2, Place du Portage, Phase III,

Gatineau, Quebec, K1A0S5

Attention: David Murray

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-18TOOL/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 utilize the Manufacturer's Suggested Retail Price (MSRP) as a pricing base point as indicated on the supplied common MSRP price list and guarantees that it will provide all Offerors with 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: \_\_\_\_\_



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## ANNEX "C"

### GENERAL CONDITIONS 2009 – STANDING OFFERS – Goods or Services – Authorized Users

The following general conditions are to be used when an Authorized User (Federal Identified User and Provincial/Territorial Identified User) is authorized/permitted access to PWGSC procurement documents.

- 01 Interpretation
- 02 General
- 03 Standard Clauses and Conditions
- 04 Offer
- 05 Call-ups
- 06 Withdrawal
- 07 Revision
- 08 Joint Venture
- 09 Disclosure of Information
- 10 Publication of Standing Offer Information
- 11 Integrity Provisions - Standing Offer
- 12 Access to Information
- 13 Default by the Offeror
- 14 Code of Conduct for Procurement – Standing Offer

#### 2009 01 (2016-04-04) Interpretation

In the Standing Offer, unless the context otherwise requires,

**"Authorized User"**

means a Federal Identified User and Provincial/Territorial Identified User as specified in the Standing Offer and authorized to make call-ups against the Standing Offer;

**"Call-up"**

means an order issued by an Authorized User duly authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between Authorized Users and the Offeror for the goods, services or both described in the Call-up;

**"Canada", "Crown", "Her Majesty" or "the Government"**

means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that Minister;

**"Federal Identified User"**

means any Federal 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;

**"Offeror"**

means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Authorized Users under the Standing Offer;

**"Provincial/Territorial Identified User"**

means any Canadian province or territory including Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), as applicable, to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic,

health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Standing Offer;

**"Standing Offer"**

means the written offer from the Offeror, the clauses and conditions set out in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual, these general conditions, annexes and any other document specified or referred to as forming part of the Standing Offer;

**"Standing Offer Authority"**

means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to permit Authorized Users to make call-ups against the Standing Offer and to notify the Offeror that authority to make call-ups against the Standing Offer has been given to Authorized Users;

**2009 02 (2015-12-18) General**

The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Authorized Users to procure or contract for any goods, services or both listed in the Standing Offer. The Offeror understands and agrees that Authorized Users have the right to procure the goods, services or both specified in the Standing Offer by means of any other contract, standing offer or contracting method.

**2009 03 (2015-12-18) Standard Conditions and Clauses**

Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16, the clauses and conditions identified in the Standing Offer by number, date and title are incorporated by reference and form part of the Standing Offer and any contract resulting from the Standing Offer as though expressly set out in the Standing Offer and resulting contract.

**2009 04 (2015-12-18) Offer**

- 1) The Offeror offers to provide and deliver to Authorized Users the goods, services or both described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User may request such goods, services or both, in accordance with the conditions listed at subsection 2 below.
- 2) The Offeror understands and agrees that:
  - a) a call-up against the Standing Offer will form a contract only for those goods, services, or both, which have been called-up, provided that such Call-up is made in accordance with the provisions of the Standing Offer;
  - b) Canada's liability is limited to that which arises from call-ups against the Standing Offer made by Federal Identified Users only within the period specified in the Standing Offer;
  - c) Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada. By issuing a call-up against the Standing Offer, the Provincial/Territorial Identified User accepts all responsibilities and liabilities associated with the issuance and management of the call-up;
  - d) Canada may require that the purchase of goods, services or both listed in the Standing Offer be made using an electronic purchasing tool. Canada will provide the Offeror at least three months' notice before imposing such a requirement;

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hp940  
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- e) the Standing Offer cannot be assigned or transferred in whole or in part;
- f) the Standing Offer may be set aside by Canada at any time.

#### **2009 05 (2015-12-18) Call-ups**

If applicable, the Authorized Users will use the form specified in the Standing Offer to order goods, services or both. Goods, services or both may also be ordered by other methods such as telephone, facsimile or electronic means. With the exception of call-ups paid for with a Government of Canada acquisition card (credit card), call-ups made by telephone must be confirmed in writing on the document specified in the Standing Offer.

Call-ups against the Standing Offer paid for with the Government of Canada acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up.

#### **2009 06 (2015-12-18) Withdrawal**

In the event that the Offeror wishes to withdraw the Standing Offer after authority to call-up against the Standing Offer has been given, the Offeror must provide no less than 30 days' written notice to the Standing Offer Authority, unless specified otherwise in the Standing Offer. The 30 days' period will start upon receipt of the notification by the Standing Offer Authority and the withdrawal will be effective at the expiry of that period. The Offeror must fulfill any and all call-ups which are made before the expiry of that period.

#### **2009 07 (2015-12-18) Revision**

The period of the Standing Offer may only be extended, or its usage increased, by the Standing Offer Authority issuing a revision to the Standing Offer in writing.

#### **2009 08 (2015-12-18) Joint Venture**

If the Offeror is a joint venture, the Offeror agrees that all members of the joint venture are jointly and severally or solidarily liable for the performance of any contract resulting from the Standing Offer. If the membership of a joint venture changes, the Standing Offer will be set aside by Canada.

#### **2009 09 (2015-12-18) Disclosure of Information**

The Offeror agrees to the disclosure of its standing offer unit prices or rates by Canada, and further agrees that it will have no right to claim against Canada, the Authorized Users, their employees, agents or servants, in relation to such disclosure.

#### **2009 10 (2015-12-18) Publication of Standing Offer Information**

- 1) The Offeror agrees that Canada may publish certain information related to the Standing Offer or a catalogue. The Offeror agrees to the disclosure of the following information included in the Standing Offer:
  - a) the conditions of the Standing Offer;
  - b) the Offeror's procurement business number, its name, the name, address, telephone number, fax number and e-mail address of its representative;
  - c) the Offeror's profile and its level of security clearance;
  - d) the Offeror's qualified domains of expertise or the categories for which the Offeror has qualified.

- 2) Canada will not be liable for any errors, inconsistencies or omissions in any published information. If the Offeror identifies any error, inconsistency or omission, the Offeror agrees to notify the Standing Offer Authority immediately.

#### **2009 11 (2016-04-04) Integrity Provisions - Standing Offer**

The Ineligibility and Suspension Policy (the "Policy") and all related Directives incorporated by reference into the Request for Standing Offers on its closing date are incorporated into, and form a binding part of the Standing Offer and any resulting contracts. The Offeror must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.htm>

#### **2009 12 (2015-12-18) Access to Information**

Records created by the Offeror, and under the control of the Authorized Users, are subject to all access to information and privacy laws, both at the federal and provincial/territorial level. The Offeror acknowledges the responsibilities of the Authorized Users under these laws and must, to the extent possible, assist the Authorized Users in discharging these responsibilities.

Furthermore, the Offeror acknowledges that section 67.1 of the Access to Information Act, R.S.C. 1985, c.A-1, or its equivalent at the provincial/territorial level, 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, or its equivalent at the provincial/territorial level, is guilty of an offence and is liable to imprisonment or a fine, or both.

#### **2009 13 (2015-12-18) Default by the Offeror**

- 1) If the Offeror is in default in carrying out any of its obligations under the Standing Offer, the Standing Offer Authority may, by giving written notice to the Offeror, set aside the standing offer. The set aside will take effect immediately or at the expiration of a cure period specified in the notice, if the Offeror has not cured the default to the satisfaction of the Standing Offer Authority within that cure period.
- 2) If the Offeror becomes bankrupt or insolvent, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Offeror, or an order is made or a resolution passed for the winding-up of the Offeror, the Standing Offer Authority may, by giving written notice to the Offeror, immediately set aside the standing offer.

#### **2009 14 (2016-04-04) Code of Conduct for Procurement – Standing Offer**

The Offeror agrees to comply with the Code of Conduct for Procurement and to be bound by its terms for the period of the Standing Offer and of any resulting contracts.

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## **ANNEX "D"**

### **GENERAL CONDITIONS 2015A – GENERAL CONDITIONS – Goods - Authorized User - (Medium Complexity)**

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## 2015A 01 (2016-04-04) Definitions

In the Contract, the following terms shall have the following meanings:

**"Applicable Taxes"**

means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, payable by Canada such as, the Quebec Sales Tax (QST);

**"Articles of Agreement"**

means only Section 6.35 to 6.52 of the Contract, and expressly excluding all Standard Acquisition Conditions and Clauses incorporated by reference and not set out in full therein, these general conditions, any supplemental general conditions, annexes, appendices, Statement of Work, the Offer, Standing Offer, or any other document appended to or referenced within any of the foregoing;

**"Authorized User"**

means a Federal Identified User and/or Provincial/Territorial Identified User, who has issued a Call-up under the Standing Offer, resulting in this Contract;

**"Authorized User's Property"**

means anything supplied to the Contractor by or on behalf of the Authorized User for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by the Authorized User under the Contract;

**"Call-up"**

means a Call-up issued in accordance with the Standing Offer by an Authorized User for the goods and services available thereunder;

**"Canada", "Crown", "Her Majesty" or "the Government"**

means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

**"Contract"**

means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes, appendices, the Call-up, and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

**"Contracting Authority"**

means the individual designated as the Contracting Authority in the Contract, or by notice to the Contractor, as the Authorized User's representative to manage the Contract;

**"Contractor"**

means the person, entity or entities to whom the Standing Offer is awarded to supply the goods and services to the Authorized User in accordance with a Call-up;

**"Contract Price"**

means the sum of all amounts stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

**"Cost"**

means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the RFSO solicitation or, if there was no RFSO solicitation, the date of the Contract;

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**"Federal Identified User"**

means any Federal 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;

**"Offer"**

means the Offer as submitted by the Contractor for the RFSO, accepted by Canada, resulting in the Standing Offer;

**"Party"**

means the Authorized User (or its Contracting Authority, as applicable), the Contractor or any other signatory to the Contract and "Parties" means all of them;

**"Provincial/Territorial Identified User"**

means any Canadian province or territory including Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), as applicable, to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Contract;

**"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)"**

on Page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

**"Work"**

means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

**2015A 02 (2015-12-18) Standard Clauses and Conditions**

Pursuant to the [Department of Public Works and Government Services Act](#), S.C. 1996, c. 16, the clauses and conditions identified by number, date and title in the Contract may be incorporated by reference and if so will form part of the Contract as though expressly set out in the Contract.

**2015A 03 (2015-12-18) Powers of Authorized User**

All rights, remedies, powers and discretions granted or acquired by the Authorized User under the Contract or by law are cumulative, not exclusive.

**2015A 04 (2015-12-18) Status of the Contractor**

1. The Contractor is an independent contractor engaged by the Authorized User to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between the Authorized User and the Contractor. The Contractor must not represent itself as an agent or representative of the Authorized User to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of the Authorized User. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.



2. Canada has made the Standing Offer available for use by Provincial/Territorial Identified Users in their own right. Canada is not operating as agent for the Provincial/Territorial Identified Users nor is Canada a third party beneficiary to any Contracts between the Contractor and any Provincial/Territorial Identified User. The Provincial/Territorial Identified User is solely responsible for issuance, management and associated liabilities of any Contract entered into with the Contractor.

#### **2015A 05 (2015-12-18) Condition of Material**

Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the RFSO closing date or, if there was no solicitation, the date of the Contract.

#### **2015A 06 (2015-12-18) Time of the Essence**

Time is of the essence in the performance of the Contract by the Contractor.

#### **2015A 07 (2015-12-18) Excusable Delay**

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
  - a. is beyond the reasonable control of the Contractor;
  - b. could not reasonably have been foreseen;
  - c. could not reasonably have been prevented by means reasonably available to the Contractor; and
  - d. occurred without the fault or neglect of the Contractor, will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within 15 working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for 30 days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.
4. Unless the Authorized User has caused the delay by failing to meet an obligation under the Contract, the Authorized User will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
5. If the Contract is terminated under this section, the Contracting Authority may require the Contractor to deliver to the Authorized User, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. The Authorized User will pay the Contractor:



- a) the value, of all completed parts of the Work delivered to and accepted by the Authorized User, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
  - b) the Cost to the Contractor that the Authorized User considers reasonable in respect of anything else delivered to and accepted by the Authorized User.
6. The total amount paid by the Authorized User under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.

#### **2015A 08 (2015-12-18) Inspection and Acceptance of the Work**

All the Work is subject to inspection and acceptance by the Authorized User at destination or by the consignee. Inspection and acceptance of the Work by the Authorized User do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. The Authorized User will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

#### **2015A 09 (2015-12-18) Warranty**

1. For a period being the greater of 12 months after delivery and acceptance of the Work, or the length of the Contractor's or manufacturer's standard warranty period, the Contractor, if requested to do so, must replace, repair or correct, at its own option and expense, any defect, failure to conform with the requirements of the Contract or the manufacturer's performance specifications, as applicable.
2. The Authorized User must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good, and the Contractor must pay the transportation cost associated with return of the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by the Authorized User. If, in the opinion of the Authorized User, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at such location and will be reimbursed its reasonable travel and living expenses.
3. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work replaced, repaired or corrected pursuant to subsection 1, for the greater of:
  - a. the warranty period remaining, including the extension, or
  - b. 90 days or such other period as may be agreed to between the Parties.

#### **2015A 10 (2015-12-18) Invoice Submission**

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment under the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a) the name of the Contracting Authority;

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- b) the date, the name and address of the Authorized User, item or reference numbers, deliverable/description of the Work, Contract number, Authorized User Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
  - c) details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - d) deduction for holdback, if applicable;
  - e) the extension of the totals, if applicable; and
  - f) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
  4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

#### **2015A 11 (2015-12-18) Taxes**

1. Authorized Users are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by the Authorized User as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
3. The Contractor is not entitled to use the Authorized User's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that occur between Offer submission and issuance of a Call-up. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before Offer submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
5. Tax Withholding of 15 Percent – Canada Revenue Agency  
Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), the Authorized User must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the [Canada Revenue Agency](#). The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

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## 2015A 12 (2015-12-18) Transportation Costs

If transportation costs are payable by the Authorized User under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be shown as a separate item on the invoice.

## 2015A 13 (2015-12-18) Transportation Carriers' Liability

The Authorized User's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the Authorized User (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

## 2015A 14 (2015-12-18) Shipment Documentation

For the shipment of goods, the transportation bill of lading must accompany the original invoice, except for "collect" shipments (if and when stipulated), in which event it must accompany the shipment. In addition, a packing slip must accompany each shipment, showing item, quantity, part or reference numbers, description of the goods and Standing Offer/Call-up, including the CRN and PBN. If the goods have been inspected at the Contractor's plant, the signed inspection voucher must be attached to the packing slip normally enclosed in the packing note envelope.

## 2015A 15 (2015-12-18) Payment Period

- a. The Authorized User's standard payment period is 30 days calculated from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 16.
- b. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, the Authorized User will notify the Contractor within 15 days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by the Authorized User to notify the Contractor within 15 days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

## 2015A 16 (2015-12-18) Interest on Overdue Accounts

1. This clause is applicable where payment of interests of overdue accounts is not prohibited by law in an Authorized User's jurisdiction. This clause is not applicable to payments made by Government of Canada acquisition card (credit card).
2. For the purpose of this section:

**"Average Rate"** means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

**"Bank Rate"** means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

**"date of payment for a Federal Identified User"** means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

**"date of payment for a Provincial/Territorial Identified User"** means the date of the negotiable instrument drawn by the appropriate authorities of the province/territory to pay any amount under the Contract;

3. The Authorized User will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to the Authorized User for interest to be payable. An amount becomes **"overdue"** when it is unpaid on the first day following the day on which it is due and payable according to the Contract;
4. The Authorized User will pay interest in accordance with this section only if the Authorized User is responsible for the delay in paying the Contractor. No interest is payable and the Authorized User will not pay interest on overdue advance payments;

#### **2015A 17 (2015-12-18) Audit**

The amount claimed under the Contract is subject to an audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six years after it receives the final payment under the Contract.

#### **2015A 18 (2015-12-18) Compliance with Applicable Laws**

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to the Authorized User at such times as the Authorized User may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to the Authorized User.

#### **2015A 19 (2015-12-18) Ownership**

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to the Authorized User after delivery and acceptance by or on behalf of the Authorized User.
2. However if any payment is made to the Contractor for or on account of any work, either by way of progress or milestone payments, that work paid for by the Authorized User belongs to the Authorized User upon such payment being made. This transfer of ownership does not constitute acceptance by the Authorized User of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work and fulfill any warranty obligations in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to the Authorized User in accordance with the Contract. Following delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to the Authorized User, the Contractor must, if requested by the Authorized User, establish to the Authorized User's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that the Authorized User may require.

#### **2015A 20 (2015-12-18) Authorized User's Property**

The Contractor must take reasonable and proper care of all Authorized User's Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

#### **2015A 21 (2015-12-18) Amendment**

To be effective, any amendment to the Contract must be in writing and executed by the Contracting Authority and the authorized representative of the Contractor.

#### **2015A 22 (2015-12-18) Assignment**

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon any Authorized User.

#### **2015A 23 (2015-12-18) Default by the Contractor**

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada or any other applicable provincial law, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If the Contracting Authority gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to the Authorized User for all losses and damages suffered by the Authorized User because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the Authorized User in procuring the Work from another source. The Contractor agrees to repay immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.
4. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to the Authorized User, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work which have not been delivered and accepted before the termination and any materials, parts, plant, equipment or work-in-process which the Contractor has acquired or produced specifically in the fulfilment of the Contract.

5. Subject to the deduction of any claim that the Authorized User may have against the Contractor arising under the Contract or out of the termination, the Authorized User will pay the Contractor the value, determined on the basis of the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price, of all completed parts of the Work and the Cost to the Contractor that the Contracting Authority considers reasonable in respect of all materials, parts, plant, equipment or work-in-process delivered to the Authorized User pursuant to a direction under subsection 4 and accepted by the Authorized User.

#### **2015A 24 (2015-12-18) Termination for Convenience**

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by the Authorized User. The Contractor will be paid:
  - a. on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
  - b. the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
  - c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. The Authorized User may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by the Authorized User under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to the Contracting Authority the portion of any advance payment that is unliquidated at the date of the termination.

#### **2015A 25 (2015-12-18) Right of Set-off**

Without restricting any right of set-off otherwise provided at law, the Authorized User may set-off any amount payable to the Authorized User by the Contractor under the Contract against any amount payable to the Contractor under the Contract or under any other current contract with the Authorized User. The Authorized User may deduct such amounts from any amounts otherwise payable to the Contractor which, by virtue of the right of set-off, may be retained by the Authorized User.



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#### **2015A 26 (2015-12-18) Conflict of Interest and Values and Ethics Codes for the Public Service**

The Contractor acknowledges that individuals who are subject to the provisions of the [Conflict of Interest Act](#), 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

#### **2015A 27 (2015-12-18) Contingency Fees – Federal Identified User Contracts**

For any Contract with Federal Identified Users, the Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#), 1985, c. 44 (4th Supplement).

#### **2015A 28 (2015-12-18) International Sanctions**

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Authorized User cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
2. The Contractor must not supply to the Authorized User any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise the Authorized User if it is unable to perform the Work or parts thereof, as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for convenience in accordance with section 24.

#### **2015A 29 (2016-04-04) Integrity Provisions –Federal Identified User Contracts**

The *Ineligibility and Suspension Policy* (the "**Policy**") and all related Directives in effect as of the RFSO solicitation period closing date are incorporated by reference into the RFSO, and form a binding part of the Contract with any Federal Identified User. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at *Ineligibility and Suspension Policy*.

#### **2015A 30 (2015-12-18) Entire Agreement**

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, express or implied, unless and only to the extent they are incorporated by reference in the Contract. Any certificate provided by the Contractor as a condition precedent to receiving a Standing Offer, which is identified as applying to the Contract, is incorporated by reference and applies in full to apply to this Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

#### **2015A 31 (2016-04-04) Code of Conduct for Procurement – Federal Identified User Contracts**

The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Contract.

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Amd. No. - N° de la modif.  
File No. - N° du dossier  
hp940.E60HP-18TOOL

Buyer ID - Id de l'acheteur  
hp940  
CCC No./N° CCC - FMS No./N° VME

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**2015A 32 (2016-04-04) Additional Provisions**

1. If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be deemed to be severed from the Contract without affecting the enforceability or validity of any other part of the Contract.
2. The Contract is for the benefit of and binds the successors and permitted assigns of the Parties.



Buyer ID - Id de l'acheteur  
hp940  
CCC No./N° CCC - FMS No./N° VME

[illegible]

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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Client Ref. No. - N° de réf. du client

E60HP-18TOOL

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## **ANNEX "F" to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

☐ VISA Acquisition Card;

☐ MasterCard Acquisition Card;

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**ATTACHMENT**

**9.4. ANNEX: REQUIREMENTS FOR THE SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS**

(See [9.40.45 Certification by Suppliers](#))

1. Who is eligible?
  - a. An Aboriginal business, which can be:
    - i. a band as defined by the Indian Act
    - ii. a sole proprietorship
    - iii. a limited company
    - iv. a co-operative
    - v. a partnership
    - vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,  
OR

- b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The supplier must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

2. Are there any other requirements attached to suppliers in the Set-Aside Program for Aboriginal Business?

Yes

- a. In respect of a contract, (goods, service or construction), on which a supplier is making a proposal which involves subcontracting, the supplier must certify in its bid that at least thirty-three percent of the value of the work performed under the contract will be performed by an Aboriginal business. Value of the work performed is considered to be the total value of the contract less any materials directly purchased by the contractor for the performance of the contract. Therefore, the supplier must notify and, where applicable, bind the subcontractor in writing with respect to the requirements that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor or subcontractors.
  - b. The supplier's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the supplier with information, substantiating its compliance with the Program, and authorize the supplier to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the supplier to exact or enforce such a provision will be deemed to be a breach of contract and subject to the civil consequences referred to in this document.
  - c. As part of its bid, the supplier must complete the Certification of Requirements for the Set-Aside Program for Aboriginal Business(certification) stating that it:
    - i. meets the requirements for the Program and will continue to do so throughout the duration of the contract;
    - ii. will, upon request, provide evidence that it meets the eligibility criteria;
    - iii. is willing to be audited regarding the certification; and

- iv. acknowledges that if it is found NOT to meet the eligibility criteria, the supplier shall be subject to one or more of the civil consequences set out in the certification and the contract.

See Standard Acquisition Clauses and Conditions(SACC) Manual clauses [A3000T](#) , [M9030T](#) or [S3035T](#), as appropriate.

- 3. How must the business prove that it meets the requirements?
  - a. It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the business should have evidence of eligibility ready in case it is audited.
  - b. The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the business.
- 4. What evidence may be required from the business?
  - a. Ownership and control
    - i. Evidence of ownership and control of an Aboriginal business or joint venture may include incorporation documents, shareholders' or members' register; partnership agreements; joint venture agreements; business name registration; banking arrangements; governance documents; minutes of meetings of Board of Directors and Management Committees; or other legal documents.
    - ii. Ownership of an Aboriginal business refers to "beneficial ownership" i.e., who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. (See [Appendix A Set-aside Program for Aboriginal Business](#) for a list of the factors, which may be considered by Canada.)
  - b. Employment and employees
    - i. Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least 33 percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed Owner/Employee Certification form for each full-time employee who is Aboriginal. See SACC Manual clauses [A3001T](#), [M3030T](#) or [S3036T](#), as appropriate.
    - ii. Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees may include payroll records, written offers for employment, and remittance and payroll information maintained for Canada Revenue Agency purposes as well as information related to pension and other benefit plans.
    - iii. A full-time employee, for the purpose of this program, is one who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as pension plan, vacation pay and sick leave allowance, and works at least 30 hours a week. It is the number of full-time employees on the payroll of the business at the date of bid submission that determines the ratio of Aboriginal to total employees of the business for the purpose of establishing eligibility under the Program.
    - iv. Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The Owner/Employee Certification to be completed by each owner and full-time employee who is Aboriginal shall state that the person meets the eligibility criteria and that the

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information supplied is true and complete. This certification shall provide the person's consent to the verification of the information submitted.

5. Subcontracts
  - a. Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques.
  - b. Evidence that a subcontractor is an Aboriginal business (where this is required to meet the minimum Aboriginal content of the contract) is the same as evidence that a prime contractor is an Aboriginal business.
6. Who is an Aboriginal Person for Purposes of the Set-Aside Program for Aboriginal Business?
  - a. An Aboriginal person is an Indian, Metis or Inuit who is ordinarily resident in Canada.
  - b. Evidence of being an Aboriginal person will consist of such proof as:
    - i. Indian registration in Canada;
    - ii. membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada;
    - iii. acceptance as an Aboriginal person by an established Aboriginal community in Canada;
    - iv. enrollment or entitlement to be enrolled pursuant to a comprehensive land claim agreement;
    - v. membership or entitlement to membership in a group with an accepted comprehensive claim;
    - vi. evidence of being resident in Canada includes a provincial or territorial driver's license, a lease or other appropriate document.

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## Appendix A Set-aside Program for Aboriginal Business

(Excerpt from Treasury Board Contracting Policy Notice 1996-6, Annex A.)

Factors that may be considered in determining whether Aboriginal persons have at least 51% ownership and control of an Aboriginal business include:

- a. capital stock and equity accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options;
- b. dividend policy and payments;
- c. existence of stock options to employees;
- d. different treatment of equity transactions for corporations, partnerships, joint ventures, community organizations, cooperatives, etc.;
- e. examination of charter documents, i.e., corporate charter, partnership agreement, financial structure;
- f. concentration of ownership or managerial control in partners, stockholders, officers trustees and directors-based definition of duties;
- g. principal occupations and employer of the officers and directors to determine who they represent, i.e., banker, vested ownerships;
- h. minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction;
- i. executive and employee compensation records for indication of level of efforts associated with position;
- j. nature of the business in comparison with the type of contract being negotiated;
- k. cash management practices, i.e., payment of dividends - preferred dividends in arrears;
- l. tax returns to identify ownership and business history;
- m. goodwill contribution/contributed asset valuation to examine and ascertain the fair market value of non-cash capital contributions;
- n. contracts with owners, officers and employees to be fair and reasonable;
- o. stockholder authority, i.e., appointments of officers, directors, auditors;
- p. trust agreements made between parties to influence ownership and control decisions;
- q. partnership - allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios;
- r. litigation proceedings over ownership;
- s. transfer pricing from non-Aboriginal joint venture;
- t. payment of management or administrative fees;
- u. guarantees made by the Aboriginal business;
- v. collateral agreements.