



**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

**LETTER OF INTEREST  
LETTRE D'INTÉRÊT**

<b>Title - Sujet</b> Fire, Safety and Rescue Equip.(RFI)	
<b>Solicitation No. - N° de l'invitation</b> E60HN-20FSRE/A	<b>Date</b> 2020-06-01
<b>Client Reference No. - N° de référence du client</b> E60HN-20FSRE	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$HN-336-78777
<b>File No. - N° de dossier</b> hn336.E60HN-20FSRE	<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 2020-06-30</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Bisson(hn336), Phillipe	<b>Buyer Id - Id de l'acheteur</b> hn336
<b>Telephone No. - N° de téléphone</b> (613) 295-8641 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> 140 O'Connor St., Ottawa, ON Canada K1A 0R5	

Comments - Commentaires

Instructions: See Herein

Instructions: Voir aux présentes

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

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<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</b> <b>(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>

Issuing Office - Bureau de distribution  
Electrical & Electronics Products Division  
L'Esplanade Laurier  
East Tower, 4th floor,  
Ottawa  
Ontario  
K1A 0S5

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**REQUEST FOR INFORMATION (RFI)**  
**FIRE, SAFETY AND RESCUE EQUIPMENT (FSRE)**  
**PUBLIC SERVICES AND PROCUREMENT CANADA (PSPC)**  
**2020**

**PART 1 – PURPOSE AND NATURE OF THE REQUEST FOR INFORMATION (RFI)**

- 1.1 Purpose of the RFI
- 1.2 Nature of the RFI

**PART 2 – INSTRUCTIONS TO RESPONDERS**

- 2.1 Format of Responses
- 2.2 Submission of Responses
- 2.3 RFI Authority
- 2.4 Enquiries
- 2.5 Official Languages
- 2.6 Response Confidentiality

**PART 3 – QUESTIONS AND LIST OF MANUFACTURERS**

- 3.1 Questions for Industry
- 3.2 List of Manufacturers by section and subsection
- 3.3 Comments/Suggestions

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## **PART 1 – PURPOSE AND NATURE OF THE REQUEST FOR INFORMATION (RFI)**

### **1.1 Purpose of the RFI**

The Department of Public Service and Procurement Canada (PSPC) is launching a Request for Information (RFI) in order to seek information and feedback from suppliers and the industry with regard to the Standing Offer for *Fire, Safety and Rescue Equipment (E60HN-20FSRE)*. The Standing Offer is used as a method of supply for products categorized under Goods and Services Identification Numbers (GSINs) N4210 and N4240.

The information/feedback collected from this RFI may be used to improve the process for all parties involved.

### **1.2 Nature of the RFI**

It is important to note that this is not a bid solicitation. This RFI will not result in the issuance of any Standing Offer. As a result, potential suppliers of any goods or services described in this RFI should not reserve stock or facilities, nor allocate resources, as a result of any information contained in this RFI. The RFI will not result in the creation of any source list. Therefore, whether or not any potential supplier responds to this RFI, this will not preclude that supplier from participating in any future procurement.

Nothing in this RFI will be construed as a commitment from PSPC to issue a solicitation for this project. PSPC may use non-proprietary information provided in this review and/or in the preparation of any formal solicitation document.

PSPC will not be bound by anything stated herein and reserves the right to change at any time, any or all parts of the requirement, as it deems necessary. PSPC also reserves the right to revise its procurement approach, as it considers appropriate, either based upon information submitted in response to this RFI or for any other reason it deems appropriate.

## PART 2 – INSTRUCTIONS TO RESPONDERS

### 2.1 Format of Responses

For ease of use and in order to gain the greatest value from the responses, Canada requests Respondents to follow the structure as detailed herein. There is no page limit on the information to be provided. Respondents are requested to:

- 1) Answer the questions at Part 3, Section 3.1.
- 2) Review the list of Manufacturers at Part 3, Section 3.2, and either add or remove existing manufacturers and/or subsections.  
*(Please note: Respondents must provide a justification for the addition or removal of Manufacturers/Subcategories)*
- 3) Provide additional comments/suggestions on any component of the RFI and/or the Fire, Safety and Rescue Equipment Standing Offers.

Canada reserves the right to seek clarifications from a Respondent for any information provided in response to this RFI, either by telephone, in writing or in person.

### 2.2 Submission of Responses

Responses are not considered bids but, for expediency purposes:

- a) **Time and Place for Submission of Responses:** Responses are to be submitted electronically to the RFI Authority in Section 2.3, **by June 30, 2020.**
- b) **Responsibility for Timely Delivery:** Each respondent is solely responsible for ensuring its response is delivered on time to the RFI Authority in Section 2.3.

The Respondent's name, return address, RFI number and closing date should be clearly visible on the response. Responses to this RFI will not be returned.

### 2.3 RFI Authority

The Public Service and Procurement Canada (PSPC) RFI Authority is responsible for the management of the procurement and RFI process.

Phillipe Bisson  
Public Service and Procurement Canada (PSPC)  
Acquisitions Branch  
Logistics, Electrical, Fuel and Transportation Directorate  
"HN" Division  
L'Esplanade Laurier, East Tower, 4th Floor,

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140 O'Connor Street  
Ottawa, ON K1A 0S5  
Telephone: (613) 295-8641  
E-mail address: [phillipe.bisson@pwgsc-tpsgc.gc.ca](mailto:phillipe.bisson@pwgsc-tpsgc.gc.ca)

## **2.4 Enquiries**

PSPC will not necessarily respond to enquiries in writing or by circulating answers to all potential suppliers as this is not a bid solicitation process. However, respondents with questions regarding this RFI may direct their enquiries to the RFI Authority named above.

## **2.5 Official Languages**

Responses may be in English or French, at the preference of the Respondent.

## **2.6 Response Confidentiality**

Respondents are requested to clearly identify those portions of their response that are proprietary. The confidentiality of each Respondent's response will be maintained. Items that are 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 questions or may request that the respondent do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all interested parties.

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## **PART 3 – QUESTIONS AND LIST OF MANUFACTURERS**

### **3.1 Questions for Industry**

#### Question 1:

The current format of the Standing Offer is “National Master” which requires suppliers to deliver anywhere in Canada. Is this problematic? If yes, please explain.

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#### Question 2:

Do you see any benefits from the inclusion of “Private Brands” on the Standing Offer? Please explain. If you did have private brands on the previous SO, what were the sales volumes for these items?

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Question 5

Do the current dates of the Bi-Annual MSRP Update Mechanism work for you (1<sup>st</sup> Update: April 1, 2<sup>nd</sup> Update: October 1)? If not, what dates would be better?

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Question 6

Is your company listed under the Indigenous Business Directory? If not, is your company eligible to be listed? (Eligibility can be verified here: <https://www.aadnc-aandc.gc.ca/eng/1100100033057/1100100033058>)

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### 3.2 List of Manufacturers by section and subsections

In this part of the RFI, PSPC invites Industry to review the below lists of manufacturers and to supply PSPC with names of Manufacturers that they believe should be removed, edited or added to a specific sub-category. For each new recommended Manufacturer, we require that supporting information be provided, such as a product description, and their website address, allowing us to validate that their line of business respects the intent of the Standing Offer. In an effort to support PSPC's Green initiative, paper product catalogues will not be accepted.

Please note:

- (1) This list is intended to form part of the upcoming Request for Standing Offer.
- (2) Failure to provide supporting documentation for each new additional manufacturer will nullify the Respondent's suggestion and the addition of the manufacturer will not be considered.
- (3) No services are to be included in this RFI or any resulting Standing Offer.

Main Categories Description	Sub-category Description
<b>FIRE EQUIPMENT</b> (F-01 to F-06)	F-01: Fire Fighting Equipment F-02: Portable Fire Pumps F-03: Firefighting foam & Equipment F-04: Hose Testers F-05: Ladders F-06: Fire Extinguishers and related equipment
<b>SAFETY EQUIPMENT</b> (S-01 to S-10)	S-01: Confined space breathing/ Gas detection Equipment S-02: Protective Gloves S-03: Head Protection S-04: Ear Protection S-05: Spill Containment, Prevention & Storage S-06: Signage S-07: Eye Protection S-08: Portable Wash Stations/Basins S-09: Portable Ventilation Fans S-10: Lighting
<b>RESCUE EQUIPMENT</b> (R-01 to R-04)	R-01: Man-down Alarms R-02: Rescue Equipment & Training Aids R-03: Fall Arrest Equipment R-04: Extrication Tools & Struts Kits

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**E60HN-20FSRE: Request for Information - Manufacturers List**

<i>Sub-category Description</i>	<i>Manufacturers</i>	<i>Suggested Changes</i>
<b>F-01: Fire Fighting Equipment:</b> Fire hoses, hose nozzles, hose couplings, camlocks, caps and plugs, elbow connections, fire house ramps, hose, winders, flanges, strainers, valves, gaskets, gauges, jacks, racks, airbag lifting kits, claw tools, axes and related, hand extrusion/ forcible entry tools, fire hydrant wrenches, buckets.	Akron Brass	
	Alfagomma	
	All American Fire Hose	
	Angus (Bulldog)	
	Armored Textiles	
	Bullard	
	Canada Metal Pacific	
	Checkers	
	Dixon	
	Dixon/ Northline	
	Elkhart Brass	
	Fire Hook Unlimited	
	Firepen	
	Flamefighter	
	G HJUKSTROM LTD	
	Great West Metal	
	Greenline Hose and Fittings	
	Harrington Inc.	
	Hastings Brass Ltd.	
	Highwater Hose	
	Holmatro	
	IRP (Industrial Rubber Products)	
	Key Firehose	
	Kochek	
	Lakeland	
	Leatherhead Tools	
	Les Textiles Mercedes	
	National Fire Equipment	
	Niedner	
	Paratech Inc.	
Protek Fire		
Scotty FireFighter		
Steel Fire Equipment		
Task Force Tips		
Vetter		
Waterax		
<b>F-02: Portable Fire Pumps:</b> High volume pumps, mid range pumps, high pressure pumps, high pressure-volume pumps, de-watering pumps, floating pumps, backpack pumps, hand pumps, portable pump accessories.	Akron	
	CET	
	Honda	
	Hudson	
	Les Textiles Mercedes	
	Ottawa Brass	
	Shibaura Rabbit	
	Tohatsu	
	Waterax	
	WS Darley	
Xstream		

<b>F-03: Firefighting foam &amp; Equipment:</b> Class A foams, Class B foams, Foam agents, handline nozzles and eductors, foam solution test instruments, monitors, master foam monitor nozzles, Air-Aspirating foam nozzles, portable foam carts, foam stations.	3M Canada	
	Akron Brass	
	Angus	
	Ansul	
	Baum's Novacool	
	Chemguard	
	Elkhart Brass	
	Hastings Brass	
	Hazard Control Technologies	
	ICL Performance Products	
	Ottawa Brass	
	Scotty FireFighter	
	Solberg	
	Task Force Tips	
TYCO Ltd.		
WS Darley		
<b>F-04: Hose Testers:</b> Fire hose outlet tester, portable flow and pressure meter, hydrostatic test pump, line cage, hose tester accessories.	Akron Brass	
	Dixon/ Northline	
	Elkhart Brass	
	Flamefighter	
	Hastings Brass Ltd.	
	Maxxera	
	Rice Hydro Equipment	
	Steel Fire Equipment Ltd.	
<b>F-05: Ladders:</b> Ridged ladders, expanding ladders, escape ladders, rope ladders, rolling ladders, dual sided ladders, telescopic ladders, ladder jacks, ladder bumpers, ladder mounts, ladder accessories.	AGF	
	Alco-lite	
	CET - Ladder	
	Duo safety	
	Equiptec	
	Featherlite Ladders	
	Kidde	
	Lifesafe Engineering	
	Lobo Systems	
	Louisville Ladders	
	Steel Fire Equipment Ltd	
Werner Ladders		
<b>F-06: Fire Extinguishers and related equipment:</b> Water extinguisher, foam extinguisher, dry chemical (powder) extinguisher, carbon dioxide extinguisher, vaporizing liquid (non-halon clean agents) extinguisher, Halon, wet chemical, Class D extinguisher, powders, liquids, fire extinguisher cases, hangers, brackets and accessories.	Amerex	
	Ansul Inc	
	Hazard Control Technologies	
	Kidde Canada (Pyrene/Angus)	
	Ottawa Brass	
	Statx	
	Steel Fire Equipment	
	Ziamatics	

E60HN-20FSRE: Request for Information - Manufacturers List		
<i>Sub-category Description</i>	<i>Manufacturers</i>	<i>Suggested Changes</i>
<p><b>S-01: Confined space breathing/ Gas detection Equipment:</b></p> <p>Supplied air respirators, emergency breathing supply system, air masks, portable air supply systems, positive pressure full mask, constant flow airline respirator, pressure demand airline respirators, supply hood, constant flow airline accessories, air cylinders, communications systems (Voice Amplifier), respirator mask and filters, dust mask, disposable gas tight suit, Hazmat Suits, Air purifying respirators, accessories.</p> <p>Gas detection equipment, air quality detection equipment, CO/ CO2 detectors/ testers, multigas detectors, smoke detectors</p>	3M Canada	
	3M Fall Protection (DBI-Sala/Protecta)	
	Accu-Tec-His	
	Air Liquid	
	Air Systems International	
	Allegro	
	BioSystems (Honeywell)	
	Bullard Ltd.	
	BW technologies by Honeywell	
	Concept Controls	
	Dentec Safety Inc.	
	Draeger	
	Dynamic Safety Products	
	Dupont Ltd.	
	Ergodyne	
	Gastec	
	GFG	
	Honeywell (Formerly Survivair)	
	Honeywell	
	Industrial Scientific	
	Innova (Xtirpa)	
	Interscan Corporation	
	Interspiro	
	Ion Science	
	Jordair	
	Kappler	
	Kidde	
	Kimberley Clark	
	Lakeland	
	Landtec	
	Leader North America	
	Moldex Ltd.	
	MSA	
North by Honeywell		
Petzl		
PMI		
Quest		
Ralston Inc.		
Savox		
Scott Safety		
Sensidyne		
Slbata		
Thermo Fisher		
TSI		
US Safety by Dentec		
Zenith Safety		

<b>S-02: Protective Gloves:</b> Hardware and accessories	3M Canada	
	Ansell	
	Bob Dale Gloves	
	Cestus Armored Gloves	
	Decade	
	Dragon Fire	
	Dupont Ltd.	
	Ergodyne	
	FireCraft Safety Products	
	Gander	
	Glove Crafters Inc.	
	Groupe BBH	
	Honeywell	
	Impacto	
	Innotex	
	Ironclad	
	Jomac	
	Kimberley Clark	
	Laurentide by Projob	
	Mapa Gloves	
	Marigold	
	MCR Gloves	
	Mechanix Wear	
	Microflex Corp.	
	National Safety Apparel	
	North by Honeywell	
	Protective Industrial Products	
	QRP	
	Ringers Glove	
	Ronco	
	Showa-Best Gloves Inc.	
	Southcombe Brothers	
Starfield Lion		
Superior Glove Work LTD.		
Techtrade		
Tuff grade		
Viking		
Watson		
Zenith Safety		
<b>S-03: Head Protection:</b> Hardware and accessories	3M Canada	
	AGO Industries	
	Bullard	
	CMC	
	Dentec Safety Inc.	
	Draeger	
	Dynamic Safety Products	
	ERB Products by Dentec	
	Fiber-Metal by Honeywell	
	Honeywell	
	Lakeland Fire	
	MSA	
	National Safety Apparel	
	North by Honeywell	
	Petzl	
	PMI	
	Protective Industrial Products	
	Thermo Cool by Dentec	
Thermo Heat by Dentec		

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<b>S-04: Ear Protection:</b> Ear muffs, plugs and accessories.	3M Canada	
	Hellburg	
	Howard Leight by Honeywell	
	Invisio	
	Moldex	
	MSA	
	Sensear Inc.	
	Shoebox	
	Smart	
	Tasco by Dentec	
	TEA Headsets	
	Tremetrics	
Zenith Safety		
<b>S-05: Spill Containment, Prevention &amp; Storage:</b> Cabinets, lockers, drums, barrels, boxes, bins, sheds, hazmat stations, spill kits & containment pallets, drum cradles, cans, pails, containers, containment berms & barriers, chemical and granular sorbents, Sorbent booms, pads pillows, socks , acid neutralizers, liquid solidifiers and accessories.	3M Canada	
	Annapolis Valley Peat Moss	
	Axiom Oilfield Solutions	
	Bradley	
	Canross	
	Denios	
	Encon	
	Enpac	
	Eagle Manufacturing	
	GearGrid	
	Golden Environmental	
	HAWS	
	Herbert Williams	
	Justrite	
	Permafil	
	Prevor	
	Quatrex	
	Rupture Seal	
	SEI	
	SPC Sorbent Products	
Spilkleen		
Spillninja		
Spilltech		
UltraTech		
Zenith Safety		

<b>S-06: Signage:</b> Signs, labels, stickers, cones, pylons, vests, flags, tapes, safety barriers, sign holders, traffic wands and accessories.	3M Canada	
	Accuform Signs	
	Allegro	
	Alliance Mercantile	
	Banner Stakes	
	Big Bill	
	Brady	
	Care-Flare	
	CH Hanson	
	Cortina	
	Dynamic Safety	
	Enpac	
	GH Factory	
	Protective Industrial Products	
	Rubbermaid	
	Safe and Sound	
	Talott	
	Tensator	
	Top Tape	
	Trinitec	
Wasip		
Zenith Safety		
Zing Signs		
<b>S-07: Eye Protection:</b> Spectacles, goggles, masks, shields, Welding visors, cases and accessories.	3M Canada	
	Bolle Safety	
	Bradley	
	Bullard Mfg. Co. Ltd.	
	Crews	
	Dynamic Safety	
	Edge Eyewear	
	Emergency First Aid Ltd.	
	Encon	
	Fiber-Metal by Honeywell	
	Haws	
	Kimberly Clark	
	MSA	
	North by Honeywell	
	Pyramex	
	Speakman by Dentec	
	US Safety by Dentec	
Uvex by Honeywell		
Zenith Safety		

<b>S-08: Portable Wash Stations/Basins:</b> Portable safety shower stations, eyewash stations, basins and accessories.	3M Canada	
	Bradley	
	Crews	
	Dynamic Safety Products	
	Emergency First Aid Ltd.	
	Encon	
	Fendall (Honeywell)	
	Guardian Safety	
	Haws	
	Innovative Safety	
	Kimberly Clark	
	MSA	
	Prevor	
	Pyramex	
	Quatrex Inc.	
	SPC Sorbent Products	
	Speakman by Dentec	
Spill Kleen		
Tennessee Mat (Wearwell Inc.)		
UltraTech International Inc.		
<b>S-09: Portable Ventilation Fans:</b> Hoods, blowers, box, floor and tilt drum fans, flexible ducting, fan filters & screens, confined space ventilation and blowers, intake & exhaust flanges, accessories.	Air Systems Intern'l	
	Airking	
	Allegro	
	Blowhard	
	Bullard Mfg. Co. Ltd.	
	Dri-Eaze	
	Euramco	
	Leader Fan	
	Matrix	
	Milwaukee Tools	
	Port-a-Cool	
	Qmark-Marley Industrial	
	Ramfan/Euramco	
SuperVac		
<b>S-10: Lighting:</b> Portable lighting kits, string lights, beacons, flood lights, flashlights, headlamps, stands, Hand/Work/Trouble lights, lighting cases and accessories.	Air Systems International	
	Akron Brass	
	Aurora Tools	
	Bayco	
	Coast Portland	
	ENERGIZER	
	Eveready Ltd.	
	Foxfury	
	Kohler/Brightstar	
	Lind Equipment	
	Mag-Lite Ltd.	
	Milwaukee Tools	
	Northern Light	
	Pelican	
	Petzl Ltd.	
	Prime-lite	
	Rayovac	
	Streamlight	
UK Products Canada Inc.		
Zenith Safety		

E60HN-20FSRE: Request for Information - Manufacturers List		
<i>Description des sous-catégories</i>	<i>Fabricants</i>	<i>Suggested Changes</i>
<b>R-01: Man-down Alarms:</b> Man-down Alarms	Draeger	
	Grace	
	MSA	
	Scott	
<b>R-02: Rescue Equipment &amp; Training Aids:</b> Backboards, ropes, pulleys, blocks, stretchers, rescue hauling kits, rigging, harnesses, straps, splints, carabiners, webbing, ascenders, rope bags, retrieval kits, splints, seatbelt cutters, evacuation chairs, confined space tripod/ davit arms/ winches, tool holders & accessories. Training Aids: mannequins, simulaids	3M Canada	
	3M Fall Protection (DBI-Sala/Protecta)	
	Air Systems Intern'l	
	Ben-Mor	
	BullEx	
	Canada Cordage	
	Cancord Ltd.	
	Consolidated Cordage	
	CMC Rescue	
	Dentec Safety Inc.	
	Dynamic	
	Emergency First Aid Ltd.	
	Ergo-Dyne	
	Ferno	
	H&R Machine	
	Honeywell	
	Innovative Safety	
	LiftSafe Engineering	
	Mechanix Wear	
	Miller by Honeywell	
	MSA	
	New England Rope	
	NRS	
	North by Honeywell	
	Petzl Inc.	
	PMI	
	Ronin Safety & Rescue	
	Safecross	
	Simulaid	
	Wasip	
Zoll		

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<b>R-03: Fall Arrest Equipment:</b> Tie-back shock absorbing lanyards, boom belts, sure stop lanyards, tool lanyards, arcsafe harnesses, full body safety harness, self retracting lanyards, self-locking hubs, rear front side and shoulder attachments, restraint lanyards, spreader bars, connector straps/cables, accessories. Pole climbing equipment: belts, climbers and gaff guards, foot plates pads, holsters, pole straps and accessories.	3M Canada	
	3M Fall Protection (DBI-Sala/Protecta)	
	Canada Cordage	
	Cancord Ltd.	
	Dentec Safety Inc.	
	Dynamic Safety	
	Elk River	
	Ergodyne	
	Honeywell	
	Innova (Xtirpa)	
	Jelco	
	Klein	
	LiftSafe Engineering	
	Miller by Honeywell	
	Mechanix Wear	
	MSA	
	New England Rope	
	Norguard	
	North by Honeywell	
	Petzl Inc.	
PMI		
Proto		
Sellstrom		
Yates		
<b>R-04: Extrication Tools &amp; Struts Kits:</b> Hydraulic Rescue Tools, hydraulic pumps, power units, hand pumps, cutters heads, spreader heads, ram heads, combination tool heads, wrenches, hoses and wheels, rescue saws, cutting blades/wheels and extrication accessories, Strut kits, strut extensions, swivel base, rigid base, strut regulator, air hoses, deployable raker rail system, monopod/pulley kits, shoring hammer, lifting bags, air cushions, vehicle stabilizing kits, and accessories.	Amkus Rescue Systems	
	Cutters Edge	
	Holmatro	
	Hurst Ltd.	
	Idex	
	Milwaukee Tools	
	Paratech Inc.	
	Powerhawk	
	Rescue 42	
	Res-Q-Jack	
	Rhyno Tools	
	Stanley Rescue	
	TNT Rescue Systems Inc.	
Ziamatic Corp.		



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### Definitions

In this Request for Standing Offers, unless the context otherwise requires.

#### “Authorized User”

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized 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, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services Canada 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.

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#### **PART 1 - GENERAL INFORMATION**

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 discounts offered from Manufacturer's (MSRP)

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

---

#### **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 submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the "Provincial/Territorial Identified User" rest with that "Provincial/Territorial Identified User".

#### **Offer**

By submitting an Offer, the Offeror offers to provide and deliver to Authorized Users the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

#### **Exclusionary Clause**

By submitting an Offer, the Offeror agrees that it has 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 against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes 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.

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## 1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven 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 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the General Conditions 2009 – Authorized Users, the General Conditions 2015A- Authorized Users, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes.

The Annexes include the List of categories/sub-categories, firm percentage discounts and Private Brands, the Periodic Usage Reports - Standing Offer, the Manufacturer's Authorization Letter, the Mandatory Criteria Response Template, the General Conditions 2009 – Standing Offers – Goods or Services and the General Conditions 2015A - General Conditions – Goods (Medium Complexity).

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>

The following Annexes are appended to and form part of this RFSO:

- (a) Annex A, Firm percentage discounts offered from Manufacturer's MSRP;
- (b) Annex B, Periodic Usage Reports - Standing Offer;
- (c) Annex C, Manufacturers Authorization Letters Template;
- (d) Annex D, Mandatory Criteria Response Template;
- (e) Annex E, Electronic Payment Instrument(s); and
- (f) Annex F, Federal Contractors Program for Employment Equity – Certification.

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## 1.2 Summary

Canada has a requirement to establish a National Master Standing Offer (NMSO) for the supply of Fire, Safety and Rescue Equipment (FSRE), to Authorized Users, categorized under Goods and Services Identification numbers (GSIN) N4210 and N4240 on an "as and when required" basis.

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

- Provincial government of Nova Scotia

**(COMPLETE LIST TO BE DETERMINED)**

Only Authorized Users will be authorized to issue call-ups against this NMSO. A list of Authorized Users will be provided at *insert* – Authorized Users

- 1.2.1** The NMSO will be for one (1) year period, from date of issuance of any Standing Offer plus the irrevocable option on the part of Canada to extend the period by up to two (2) one (1) year periods, under the same terms and conditions
- 1.2.2** The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).
- Please note: This requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA) except for PSAB Offers submitted.
- 1.2.3** The Request for Standing Offers (RFSO) is to establish a National Master Standing Offers for the delivery of the requirement detailed in the RFSO, to the Authorized Users across Canada, **including** areas subject to Comprehensive Land Claims Agreements (CLCAs).
- 1.2.4** This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.
- 1.2.5** The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7A -Standing Offer, and Part 7B - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

## 1.3 Security Requirements

There is no security requirement associated with the requirement.

## 1.4 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.

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## 1.5 Key Terms

### a) **Delivered Duty Paid (DDP) :**

"Delivered Duty Paid" means the seller must pay for all of the costs related to transporting the goods and is responsible in full for the goods until they have been received and transferred to the buyer. This includes, but not limited to, paying for the shipping, the duties and any others expenses incurred while shipping and importing the goods.

### b) **Manufacturer's Suggested Retail Price (MSRP):**

For the purpose 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, 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 MSRP as created by the manufacturer.

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

For the purpose of this NMSO, Common Canadian Manufacturer's Suggested Retail Price (MSRP) is defined as MSRP in Canadian dollars (\$CAD). All offered MSRP must be provided in Canadian Dollars.

### d) **Private Brands:**

Private brands are defined as any product line which is solely distributed, either by the manufacturer directly or through a sole distribution partnership.

### e) **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.

### f) **Provincial/Territorial Identified Users :**

Means any Canadian province or territory to whom the Minister of the Department of Public Services and Procurement Canada can provide access to its procurement services and instruments. For a detailed list refer to Part 7A, Section 7.7 of the Standing Offer.

## 1.6 Offer

By submitting an Offer, the Offeror offers to provide and deliver the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

## 1.7 Disclosure of information – Optional Users

The following definitions apply to this provision only:

"**Optional Users**" are MASH entities that have not been authorized by their respective provinces 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.

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The Offeror acknowledges Optional Users may be interested in procuring for their own use the goods or services or combination of goods and services 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) as necessary, 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 Optional User. 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.

#### **1.8 Anticipated migration to an e-Procurement Solution (EPS)**

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

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

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**PART 2 - OFFEROR INSTRUCTIONS**

**2.1 Standard Instructions, Clauses and Conditions**

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 (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 03 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

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

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

Delete: 60 days

Insert: 120 days

**2.1.1 SACC Manual Clauses**

Reference	Section	Date
<a href="#">A9130T</a>	Controlled Goods Program - Bids	2014-11-27
<a href="#">M9033T</a>	Financial Capability	2011-05-16
<a href="#">B1000T</a>	Condition of Material	2014-06-26
<a href="#">B4024T</a>	No Substitute Products	2018-12-30

**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 in the RFSO.

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

[tpsgc.dqareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dqareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

**Note:** Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2006, or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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

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### 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than (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 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 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer

Section II: Financial Offer

Section III: Certifications

Section IV: Additional Information

- 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 (2 hard copies and 2 soft copies on CD, DVD or USB key).

Section II: Financial Offer (1 hard copy and 1 soft copy on CD, DVD or USB key).

Section III: Certifications (1 hard copy and 1 soft copy on CD, DVD or USB key).

Section IV: Additional Information (1 hard copy and 1 soft copy on CD, DVD or USB key).

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

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

Due to the nature of the RFSO, offers transmitted by facsimile will not be accepted.

**IMPORTANT NOTE:** Prices/Percentage discounts must appear in the financial offer only. No prices must be indicated in any other section of the offer.

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, 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

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- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Offer

In their technical offer, Offerors must include the following:

**a) Manufacturers Authorization Letters:**

Offerors must provide a recently completed Manufacturer's Authorization Letter (See Annex C) 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. Facsimile versions will not be accepted.

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.

**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 C. Public Service and Procurement Canada (PSPC) reserves the right to verify the accuracy of the contact information provided for the Manufacturer Contact Person.

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, either by standard USB flash drive or CD-ROM. Acceptable formats are as follows: PDF, MSWORD, MS EXCEL. Paper copies **are not** acceptable. Email copies will not be accepted.

#### Section II: Financial Offer

Offerors must submit their financial offer (percentage discounts off of MSRP lists) in accordance with Annex A. Applicable taxes must be shown separately. Offerors may be required to provide, prior to issuance of any resulting Standing Offer, specific information with respect to their legal and financial status, to satisfy the requirement as stipulated in this solicitation.

Common Canadian Manufacturer's Suggested Retail Price Lists (MSRP) must be offered in Canadian Dollars (\$CAD) only.

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### 3.1.1 Electronic Payment of Invoices - Offer

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

If Annex "E" 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

C3011T (2013-11-06), Exchange Rate Fluctuation.

### 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 Evaluation Criteria

In order to be issued a Standing Offer, Offerors must meet all of the following mandatory requirements and offer the greatest percentage discount off of the common Canadian Manufacturer's Suggested Retail Price List (MSRP) by manufacturer by sub-category.

A minimum of two (2) responsive offerors for each manufacturer, per sub-category, must be received in order for the manufacturer to be considered for inclusion in the NMSO.

##### 4.1.1.1 Mandatory Criteria

To be eligible for issuance of a Standing Offer, Suppliers must meet ALL of the following Mandatory Criteria. Offerors must provide supporting documentation where requested. Simply stating that you meet each mandatory requirement is not sufficient to be deemed compliant. Responses to the following mandatory criteria must be provided under Annex D – Mandatory Criteria Response Template.

##### **Mandatory Criteria #1:**

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.

##### **Mandatory Criteria #2:**

Offerors must provide written approval from each offered Manufacturer, authorizing the Offeror to sell their products across Canada.

##### **Mandatory Criteria #3:**

Of the following three (3) main categories (Fire, Safety and Rescue), Offerors must be capable of providing a minimum of 80% for Fire, 80% for Safety and 75% for Rescue of all the listed sub-categories (as defined in Annex A) in at least one (1) of the three (3) main categories.

Example: Capable of Providing

- 80% of all Fire related sub-categories (F-01, F-02, F-03, F-04, F-05, F-06) and/or;
- 80% of all Safety related sub-categories (S-01, S-02, S-03, S-04, S-05, S-06, S-07, S-08, S-09, S-10) and/or;
- 75% of all Rescue related sub-categories (R-01, R-02, R-03, R-04)

**\*Note to Offerors:** Offerors do not have to provide an offer for all three (3) Main categories in order to be considered for issuance of a Standing Offer. However, Offerors will only be considered for issuance of a Standing Offer for Main Categories in which they are capable of meeting Mandatory Criteria #3.

##### **Mandatory Criteria #4:**

Offerors must provide a toll-free telephone number and an email address for customer support, pricing inquiries and other Standing Offer related activities.

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**Mandatory Criteria #5:**

The Offerors must provide a web site that's viewable in both English and French languages.

**Mandatory Criteria #6:**

The Offerors website must possess either an online "Product Search Function" (i.e. a search tool) or a web link(s) to all available online product catalogues. (Note: Users must be able to view/search for all available NMSO products via the Offeror's website)

**Mandatory Criteria #7:**

For reasons of either extreme urgency or natural disaster, Offerors must provide the name, title and contact information for person(s) responsible for 24 hour emergency sales/support. In the event your organization does not have one (1) individual person responsible for such inquiries, a 24 hour hotline number would also be acceptable.

**Mandatory Criteria #8:**

Offerors must base their percentage discounts off the same Common Canadian Manufacturer's Suggested Retail Price List (MSRP) as provided directly by the Manufacturer to all suppliers, at time of bid closing.

**\*Note to Offerors:** Any Offeror who fails to provide the most recent Common Canadian Manufacturer's Suggested Retail Price List (MSRP) at date of bid closing or provides inconsistent pricing from that of what the manufacturer has provided the majority of its distributors, will be deemed non-compliant, removed from the process and will not be considered any further for that specific manufacturer.

**\*\*FAILURE TO COMPLY WITH ANY ONE OF THE MANDATORY CRITERIA ABOVE WILL RENDER YOUR OFFER NON-RESPONSIVE\*\*.**

**4.1.2 Evaluation Methodology**

Offerors must offer MSRP percentage discounts under the terms and conditions specified herein, for manufacturers in the sub-categories described in Annex A.

The percentage discounts for manufacturers of items as described in the sub-categories will be evaluated in descending order of firm percentage discounts from the Manufacturer's most current Common Canadian Manufacturer's Suggested Retail Price List (MSRP) at time of bid closing.

**4.1.3 Pricing Basis**

The Offeror must quote percentage discounts off of common MSRP. The MSRP must be in Canadian dollars (\$CAD), Delivered Duty Paid (DDP) across Canada, applicable taxes extra. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

**4.2 Basis of Selection**

Offerors who meet all eight (8) mandatory criteria and offer the greatest percentage discount by manufacturer, by sub-category in Annex A will be recommended for issuance of a Standing Offer. Responsive PSAB Offers will be ranked separately from non-PSAB responsive Offers.

- a) All responsive offers will be considered.
- b) Only the manufacturers for which PSPC received a minimum of two (2) responsive offers per sub-category will be considered for the NMSO.

**Commented [RD1]:** To be reviewed and confirmed.

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- c) Each awarded manufacturer will have one (1) Standing Offer Holder, determined by the Offeror with the greatest percentage discount offered.
  - d) In the event of identical firm percentage discounts offered, an additional (may be more than two) Standing Offers will be issued for that particular manufacturer, in that sub-category.
  - e) Offerors will only be eligible to provide Private Brands for sub-categories in which they are issued a Standing Offer.

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## 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.

#### 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 SO Submission 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:

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

**OR**

- ii.  The Aboriginal business has six or more full-time employees.
5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.
6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

## 5.2 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 section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

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

The Offeror must provide the Standing Offer Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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

#### 5.2.3.1 General Environmental Criteria Certification

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

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

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\_\_\_\_\_  
**Offerors' Authorized Representative Signature**

\_\_\_\_\_  
**Date**

**OR**

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

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

<b>Green Practices within the Offerors' 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.	

\_\_\_\_\_  
**Offerors' Authorized Representative Signature**

\_\_\_\_\_  
**Date**

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## **PART 6 – SECURITY AND FINANCIAL**

### **6.1 Security Requirements**

There is no security requirement associated with the requirement.

### **6.2 Financial Capability**

SACC Manual clause **M9033T** (2011-05-16) Financial Capability

### **6.3 Insurance - No Specific Requirement**

SACC Manual clause **G1005C** (2016-01-28) Insurance - No Specific Requirement

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## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### Definitions and Interpretation

**a) Definitions:** In this Standing Offer, a capitalized term shall have the meaning attributed to that term in General Conditions 2009 *Standing Offers – Goods or Services – Authorized Users*, section 01, appended hereto as Annex G or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

**b) Other Interpretative Provisions,** unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an annex or appendix, are to the designated section or other subdivision of, or annex or appendix to the Standing Offer;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Standing Offer as a whole and not to any particular section or other subdivision of the Standing Offer;
3. the headings are for convenience only and do not form a part of the Standing Offer and are not intended to interpret, define or limit the scope, extent or intent of the Standing Offer or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to the Standing Offer or to any agreement, or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Standing Offer means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time; and
9. all dollar amounts refer to Canadian dollars.

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## **Key Terms**

### **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, authorized 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, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), 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;

#### **“General Information”**

The Offeror will provide and deliver to Authorized Users the goods, services or combination of goods and services 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 combination of goods and services 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 submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

#### **Exclusionary Clause**

By submitting an Offer, the Offeror agrees that it has 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 against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes 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.

#### **7.1 Offer**

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

#### **7.2 Security Requirements**

There is no security requirement applicable to this Standing Offer.

#### **7.3 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](#)

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(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### 7.3.1 General Conditions

2009 (2018-07-16) General Conditions: Standing Offers – Goods or Services – Authorized Users, apply to and form part of the Standing Offer and are amended as follows:

**The following section(s) from General Conditions 2009 apply to Federal Identified Users only:**  
Section 11 – Integrity Provisions

### 7.3.2 Standing Offers Reporting

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

The Offeror must provide this data, in electronic format (Excel spreadsheet format), in accordance with the reporting requirements detailed below. 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 electronically on a quarterly basis to the Standing Offer Authority.

The Quarterly reporting periods are defined as follows:

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

## 7.4 Term of Standing Offer

### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is for **one (1) year** from Standing Offer award date.

### 7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer by up to **2 additional 1 year** period under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

### 7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Authorized Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

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**Phillipe Bisson - Supply Specialist**

Public Services and Procurement Canada (PSPC)  
Acquisitions Branch  
Logistics, Electrical, Fuel and Transportation Directorate  
HN Division  
140 O'Connor Street  
Ottawa, ON, K1A 0S5

Telephone: (613) 295-8641

E-mail address: [phillipe.bisson@tpsqc-pwqsc.gc.ca](mailto:phillipe.bisson@tpsqc-pwqsc.gc.ca)

The Standing Offer Authority is responsible for the management of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing Offer shall only be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone other than the Contracting Authority and any work so conducted shall be at the Offeror's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Contracting Authority.

**Contracting Authorities**

If a call-up is issued by:

**Federal Identified User:**

The Standing Offer Authority is the Contracting Authority for Federal Identified User Call-ups and resulting Contracts.

**Provincial/Territorial Identified User:**

The Provincial/Territorial Identified User that issues the Call-up is the Contracting Authority for that Call-up and resulting Contract.

**7.5.2 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, agency or authorized user 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.

The Project Authority for each resulting contract will be identified in the Call-up issued by the Contracting Authority.

**7.5.3 Offeror's Representative**

**(To be completed at time of Standing Offer award)**

**For Call-up:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

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Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**For delivery follow-up:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**7.6 Authorized Users**

**Federal Identified Users**

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

**Provincial/Territorial Identified Users**

The following Provincial/Territorial Identified Users are the only entities authorized to make call-ups against this Standing Offer.

- Provincial government of Nova Scotia

**(TO BE DETERMINED)**

**Disclosure of information – Optional Users**

“Optional Users” are MASH entities that have not been authorized by their respective provinces 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.

The Offeror acknowledges that 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 of all of the Deliverables (referred to 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) as necessary, 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”).

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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 Contractor 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.

## 7.8 Call-up Procedures

### ***Before getting started:***

1. Identify the need/requirement;
2. Research the requirement, decide which products best suits your needs;
3. Identify the manufacturers of the products that meet your requirement; and
4. Ensure the manufacturers are approved for use under Annex A.

### ***Step 1:***

When a requirement is identified, the user must identify the manufacturer of the requirement and ensure they are approved under the NMSO by appearing in the appropriate sub-category under Annex A. If approved, the Authorized User must then contact the offeror who holds the Standing Offer (SO), in the appropriate sub-category, requesting unit pricing and delivery for that particular manufacturer. It is the responsibility of the User to identify to the SO holder that the request is part of NMSO for Fire, Safety and Rescue Equipment. This is done by identifying the appropriate Standing Offer number on all quote requests and call-up forms.

For requirements up to \$25,000; Authorized User should make call-ups against the Standing Offer that best meets their immediate needs. For requirements greater than \$25,000 and up to \$100,000: Authorized Users must compare pricing and select the manufacturer with the lowest cost. For deliveries in CLCA areas, due to the potential high transportation costs, Authorized Users are permitted to obtain quotes from all the ranked Standing Offer Holders for the applicable sub-categories in order to obtain best overall value.

### ***Step 2:***

If the SO holder is able to fulfil the need, the call-up is placed with the SO holder. Users must ensure the following information is included with all quote and/or call-up request forms:

- The appropriate Standing Offer number;
- The Common Canadian Manufacturer's Suggested Retail Price List (MSRP);
- The required Standing Offer MSRP percentage discount;
- The unit price with the required percentage discount subtracted; and
- Ensuring no additional shipping charges are included with the exception of deliveries to CLCA areas.

Authorized Call-ups against this Standing Offer must be made using the duly completed forms identified or their equivalents by methods such as facsimile, electronic mail, or any other medium deemed acceptable by both the Authorized User and the Offeror.

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Goods requested by telephone, facsimile, or e-mail must be followed up by issuing a Call-up or equivalent document no later than the next day. These Call-ups are acceptance of the Offer, constituting a contract, for the goods described in the Call-up document.

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

## 7.9 Call-up Instrument

### 7.9.1 Federal Identified User

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

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

OR

3. Where an equivalent form or electronic call-up document is used, it must contain at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer, and acceptance of those terms;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation of the Federal Identified User's authority to enter in to a Contract; and
  - acceptance of the terms and conditions of the Standing Offer.
  - confirmation that funds are available under section 32 of the Financial Administration Act
  - allows for collection of the data identified at Annex "B" – Standing Offer Reporting, Article B1, Collection of Data

### 7.9.2 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. An electronic sample is attached at Annex "E" – Forms. This form is available through the [PWGSC Forms Catalogue](#) Web site.

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

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- identifies the 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 acceptance of the terms and conditions of the Standing Offer;

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up. Call-ups must be made from authorized representatives of identified users of a province or territory in the standing offer. These must be goods or services or a combination of goods and services included in the standing offer, in accordance with the prices and terms specified therein.

### 7.9.3 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:

- The Standing Offer number; and
- 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.

### 7.9.4 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.

### 7.10 Limitation of Call-ups

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

- For Standing Offer (SO) holder "standard manufacturer" product lines listed under Annex A:
  - The individual call-up limitation is \$100,000.00 including all applicable taxes.
- For Standing Offer (SO) holder "private brand" product lines listed in Annex A:
  - The individual call-up limitation is \$25,000.00 including all applicable taxes.

Individually, SO defined private brands with or without SO "regular manufacturer products" may be purchased up to a maximum value of \$25,000.00 including all applicable taxes, as long as the \$100,000.00 individual requirement limitation is not exceeded.

"Private brands" will be permitted up to a maximum value not exceeding 100 percent of the pre-tax total value of all products, as long as the \$100,000.00 individual requirement limitation is not exceeded. The total value of an individual requirement is the sum of all SO "standard manufacturer product lines" and "private brands", to be purchased through the NMSO, including all applicable taxes.

#### **For requirements above \$100,000.00 but below \$400,000.00:**

For individual requirements exceeding \$100,000.00, but below \$400,000.00, 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 SO 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 \$100,000.00 limitation is not guaranteed.

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**For requirements above \$400,000.00:**

Should an individual requirement above \$100,000.00 not be approved by the Standing Offer Authority or exceed the call-up limitation of \$400,000.00, a detailed funded requisition (9200) must be submitted to PSPC for processing as a separate requirement in accordance with PSPC standard policies and procedures.

In exceptional circumstances, a call-up for a requirement over \$400,000.00 may be issued by the Standing Offer Authority.

**For Provincial/Territorial Identified User**

If a financial limitation applies to a call-up issued by a Provincial/Territorial Identified User, whether that financial limitation applies to an individual basis for each call-up or in the aggregate for all call-ups issued, that financial limitation must be provided by the Provincial/Territorial Identified User issuing the call-up.

Where such financial limit is provided to the Offeror by the Contracting Authority of the Provincial/Territorial Identified User then the Offeror shall not accept any Call-up against the Standing Offer which would exceed such financial limitation unless the Contracting Authority has specifically identified that it may do so in writing.

**7.10.1 Websites and Support Documents for Federal Identified Users**

The PWGSC Standing Offers and Supply Arrangements Application (SOSA App): <https://buyandsell.gc.ca/applications/standing-offers-and-supply-arrangements-application-SOSA-App> website will support the following documents as well as a link to the FSRE website for each Offeror:

- 1) View Standing Offer: Provides SO holder specific information including the Standing Offer agreement document, amendments generated over the life of the SO and annexes to the SO document that include the list of authorized distributors for manufacturers.
- 2) Related SO Information: Provides a link directly to the FSRE website containing sections dedicated to the FSRE SO Call-up Procedures, SO Supplier Listings, Product Category definitions, Frequently Asked Questions as well as access to Manufacturer Suggested Retail Price (MSRP) Lists.
- 3) View Tombstone: Provides quick reference tombstone data.

**7.11 Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$ To be completed at time of Standing Offer award** (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 2 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

**7.12 Priority of Documents**

If there is a discrepancy between the wordings of any documents that appear on the list below, 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 to the extent necessary to resolve such discrepancy.

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- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the General Conditions 2009 (2018-07-16) - Standing Offers - Goods or Services – Authorized Users;
- d) the General Conditions 2015A (2020-05-27) - Goods (Medium Complexity) – Authorized User;
- e) Annex A, Firm percentage discounts offered from Manufacturer's MSRP;
- f) Annex B, Periodic Usage Reports - Standing Offer;
- g) Annex C, Manufacturers Authorization Letters Template;
- h) Annex D, Mandatory Criteria Response Template;
- i) Annex E, Electronic Payment Instrument(s);
- j) Annex F, Federal Contractors Program for Employment Equity – Certification; and
- k) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).

### 7.13 Certifications and Additional Information

#### 7.13.1 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.

#### 7.13.2 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

#### 7.14 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.

#### 7.15 Transition to an e-Procurement Solution (EPS)

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

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

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

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## B. RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

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

#### Definitions and Interpretation

Definitions. In this Contract, a capitalized term shall have the meaning attributed to that term in General Conditions 2015A – Goods (Medium Complexity) – Authorized User as amended, section 01, appended hereto as Annex G or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

Other Interpretive Provisions. In the Contract unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an appendix or annex, are to the designated section or other subdivision of, or appendix or annex to, the Contract;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Contract as a whole and not to any particular section or other subdivision of the Contract;
3. the headings are for convenience only and do not form a part of the Contract and are not intended to interpret, define or limit the scope, extent or intent of the Contract or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to any agreement (including the Standing Offer or Contract), or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Contract means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time;
9. all references to day or days, other than Working Days, means calendar days; and
10. all dollar amounts refer to Canadian dollars.

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

2015A (2020-05-27), General Conditions – Goods – Authorized Users (Medium Complexity) apply to and form part of the Contract.

The following sections of 2015A apply to Federal Identified Users only:

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Section 27 – Contingency Fees

Section 29 – Integrity Provisions – Contract

Section 31 – Code of Conduct for Procurement contract

Section 16 Interest on Overdue Accounts, of 2015A (2020-05-27) will not apply to payments made by credit cards.

Section 15 of General conditions 2015A 15 Payment Period, does not apply for payments made by credit card.

### 7.2.2 SACC Manual Clauses

SACC Reference	Section	Date
<a href="#">B1501C</a>	Electrical Equipment	2018-06-21
<a href="#">B7500C</a>	Excess Goods	2006-06-16
<a href="#">A9006C</a>	Defence Contract	2012-07-16
<a href="#">A9131C</a>	Controlled Goods Program	2014-11-27
<a href="#">B4060C</a>	Controlled Goods	2011-05-16

### 7.3 Term of Contract

#### 7.3.1 Period of the Contract

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

#### 7.3.2 Delivery Date

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

### 7.4 Payment

#### 7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, calculated based on Annex A of the Standing Offer firm percentage discounts offered from the applicable Manufacturers Suggested Retail Price List (MSRP), as approved by the Standing Offer Authority, in Canadian Dollar, Delivered Duty Paid (DDP) Incoterms 2000. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Please note: Additional transportation costs may be submitted for deliveries within CLCA areas.

#### 7.4.2 Single Payment

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment

#### 7.4.3 Limitation of Price

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

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#### 7.4.4 SACC Manual Clauses

SACC Reference	Section	Date
<u>C2611C</u>	Customs Duties - Contractor Importer	2007-11-30
<u>D0050C</u>	End User Certificate	2007-05-25

#### 7.4.5 Discretionary Audit

The Offeror's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Offeror's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Offeror.

If the audit demonstrates that the certification is in error after payment is made to the Offeror, the Offeror must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Offeror pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Offeror agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit

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

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

*(To be completed at time of Standing Offer award in accordance to Annex E)*

#### 7.6 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 indicated in the "special instructions" block on the Call-up Against a Standing Offer form.

#### 7.7 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance

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**7.8 SACC Manual Clauses (Delivery)**

SACC Reference	Section	Date
<a href="#">D2000C</a>	Marking	2007-11-30
<a href="#">D2001C</a>	Labelling	2007-11-30
<a href="#">D6010C</a>	Palletization	2007-11-30
<a href="#">D3010C</a>	Dangerous Goods/Hazardous Products (DND)	2016-01-28
<a href="#">D3015C</a>	Dangerous Goods/Hazardous Products	2014-09-25
<a href="#">B1505C</a>	Shipment of Hazardous Materials	2016-01-28
<a href="#">D9002C</a>	Incomplete Assemblies	2007-11-30

**7.8.1 Shipping Instructions - Delivery at Destination**

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

Delivered Duty Paid (DDP), to the identified destination in the call-up (anywhere in Canada), Incoterms 2000 for shipments from a commercial contractor.

**7.9 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

**7.10 Bi-Annual MSRP Update Mechanism**

Percentage discounts provided by each Standing Offer holder will remain fixed for the duration of the Standing Offer. However, Offerors will be given an opportunity to update the Manufacturer's suggested retail price lists (MSRP) on a bi-annual basis to accommodate manufacturer price adjustments.

Updates to the MSRP lists will only be accepted **on or before** the following dates and must be reviewed and approved by the Standing Offer Authority prior to implementation.

1<sup>st</sup> submission: April 1<sup>st</sup>  
2<sup>nd</sup> submission: October 1<sup>st</sup>

It is the responsibility of each Standing Offer Holder to obtain the updated MSRP list directly from the manufacturer and pass it along to the Standing Offer Authority for review. The SO Authority will then review each MSRP update to determine its reasonableness.

By reviewing current commodity prices using the Consumer Price Index (CPI) as a reference tool, the SO Authority will either reject or approve each proposed MSRP update. Once a decision has been made, the Standing Offer Authority will then notify the Standing Offer Holders in writing.

Notes to Offerors:

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- 
- 1) Standing Offer Holders using updated price lists not approved by the Standing offer Authority, will have Canada set-aside their Standing Offer.
  - 2) In the event that only one (1) Standing Offer Holder submits the most recently updated MSRP list for a specific manufacturer, in a specific sub-category, the most recent MSRP list will be used for all Standing Offer Holders of that specific manufacturer, in that specific sub-category.

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**ANNEX "A" - FIRM PERCENTAGE DISCOUNTS OFFERED FROM MANUFACTURER'S MSRP**

Offerors must provide their percentage discounts, per manufacturer, for each sub-category they wish to be considered for issuance of a SO by completing the following Annex.

Annex A is organized as follows:

There are 3 main categories under the RFSO, with 20 sub-categories.

Main Categories Description	Sub-category Description
<b>FIRE EQUIPMENT</b> (F-01 to F-06)	F-01: Fire Fighting Equipment F-02: Portable Fire Pumps F-03: Firefighting foam & Equipment F-04: Hose Testers F-05: Ladders F-06: Fire Extinguishers and related equipment
<b>SAFETY EQUIPMENT</b> (S-01 to S-10)	S-01: Confined space breathing/ Gas detection Equipment S-02: Protective Gloves S-03: Head Protection S-04: Ear Protection S-05: Spill Containment, Prevention & Storage S-06: Signage S-07: Eye Protection S-08: Portable Wash Stations/Basins S-09: Portable Ventilation Fans S-10: Lighting
<b>RESCUE EQUIPMENT</b> (R-01 to R-04)	R-01: Man-down Alarms R-02: Rescue Equipment & Training Aids R-03: Fall Arrest Equipment R-04: Extrication Tools & Struts Kits

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<b>Main Category 1: Fire Equipment</b>		
<i>Sub-category Description</i>	<i>Manufacturers</i>	<i>Offered Percentage Discount (%)</i>
<b>F-01: Fire Fighting Equipment:</b> Fire hoses, hose nozzles, hose couplings, camlocks, caps and plugs, elbow connections, fire house ramps, hose, winders, flanges, strainers, valves, gaskets, gauges, jacks, racks, airbag lifting kits, claw tools, axes and related, hand extrusion/ forcible entry tools, fire hydrant wrenches, buckets.	Akron Brass	
	Alfagomma	
	All American Fire Hose	
	Angus	
	Armored Textiles	
	Bullard	
	Canada Metal Pacific	
	Checkers	
	Dixon	
	Dixon/ Northline	
	Elkhart Brass	
	Fire Hook Unlimited	
	Firepen	
	Flamefighter	
	G HJUKSTROM LTD	
	Great West Metal	
	Greenline Hose and Fittings	
	Harrington Inc.	
	Hastings Brass Ltd.	
	Highwater Hose	
	Holmatro	
	IRP (Industrial Rubber Products)	
	Key Firehose	
	Kochek	
	Lakeland	
	Leatherhead Tools	
	Les Textiles Mercedes	
	National Fire Equipment	
	Niedner	
	Paratech Inc.	
	Protek Fire	
	Scotty FireFighter	
Steel Fire Equipment		
Task Force Tips		
Vetter		
Waterax		
<b>F-02: Portable Fire Pumps:</b> High volume pumps, mid range pumps, high pressure pumps, high pressure-volume pumps, de-watering pumps, floating pumps, backpack pumps, hand pumps, portable pump accessories.	Akron	
	CET	
	Honda	
	Hudson	
	Les Textiles Mercedes	
	Ottawa Brass	
	Shibaura Rabbit	
	Tohatsu	
	Waterax	
	WS Darley	
Xstream		

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<b>F-03: Firefighting foam &amp; Equipment:</b> Class A foams, Class B foams, Foam agents, handline nozzles and eductors, foam solution test instruments, monitors, master foam monitor nozzles, Air-Aspirating foam nozzles, portable foam carts, foam stations.	3M Canada	
	Akron Brass	
	Angus	
	Ansul	
	Baum's Novacool	
	Chemguard	
	Elkhart Brass	
	Hastings Brass	
	Hazard Control Technologies	
	ICL Performance Products	
	Ottawa Brass	
	Scotty FireFighter	
	Solberg	
	Task Force Tips	
	TYCO Ltd.	
WS Darley		
<b>F-04: Hose Testers:</b> Fire hose outlet tester, portable flow and pressure meter, hydrostatic test pump, line cage, hose tester accessories.	Akron Brass	
	Dixon/ Northline	
	Elkhart Brass	
	Flamefighter	
	Hastings Brass Ltd.	
	Maxxera	
	Rice Hydro Equipment	
	Steel Fire Equipment Ltd.	
<b>F-05: Ladders:</b> Ridged ladders, expanding ladders, escape ladders, rope ladders, rolling ladders, dual sided ladders, telescopic ladders, ladder jacks, ladder bumpers, ladder mounts, ladder accessories.	AGF	
	Alco-lite	
	CET - Ladder	
	Duo safety	
	Equiptec	
	Featherlite Ladders	
	Kidde	
	Lifesafe Engineering	
	Lobo Systems	
	Louisville Ladders	
	Steel Fire Equipment Ltd	
	Werner Ladders	
<b>F-06: Fire Extinguishers and related equipment:</b> Water extinguisher, foam extinguisher, dry chemical (powder) extinguisher, carbon dioxide extinguisher, vaporizing liquid (non-halon clean agents) extinguisher, Halon, wet chemical, Class D extinguisher, powders, liquids, fire extinguisher cases, hangers, brackets and accessories.	Amerex	
	Ansul Inc	
	Hazard Control Technologies	
	Kidde Canada (Pyrene/Angus)	
	Ottawa Brass	
	Statx	
	Steel Fire Equipment	
Ziamatics		

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**Main Category 2: Safety Equipment (Part 1)**

<i>Sub-category Description</i>	<i>Manufacturers</i>	<i>Offered Percentage Discount (%)</i>
<p><b>S-01: Confined space breathing/ Gas detection Equipment:</b></p> <p>Supplied air respirators, emergency breathing supply system, air masks, portable air supply systems, positive pressure full mask, constant flow airline respirator, pressure demand airline respirators, supply hood, constant flow airline accessories, air cylinders, communications systems (Voice Amplifier), respirator mask and filters, dust mask, disposable gas tight suit, Hazmat Suits, Air purifying respirators, accessories.</p> <p>Gas detection equipment, air quality detection equipment, CO/CO2 detectors/ testers, multigas detectors, smoke detectors</p>	3M Canada	
	3M Fall Protection (DBI-Sala/Protecta)	
	Accu-Tec-His	
	AE Ralston LTD.	
	Air Liquid	
	Air Systems International	
	Allegro	
	BioSystems (Honeywell)	
	Bullard Ltd.	
	BW technologies by Honeywell	
	Concept Controls	
	Dentec Safety Inc.	
	Draeger	
	Dynamic Safety Products	
	Dupont Ltd.	
	Ergodyne	
	Gastec	
	GFG	
	Honeywell (Formerly Survivair)	
	Honeywell	
	Industrial Scientific	
	Innova (Xirpa)	
	Interscan Corporation	
	Interspiro	
	Ion Science	
	Jordair	
	Kappler	
	Kidde	
	Kimberley Clark	
	Lakeland	
	Landtec	
	Leader North America	
	Moldex Ltd.	
MSA		
North by Honeywell		
Petzi		
PMI		
Quest		
Ralston Inc.		
Savox		
Scott Safety		
Sensidyne		
Slbata		
Thermo Fisher		
TSI		
US Safety		
Zenith Safety		

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S-02: Protective Gloves: Hardware and accessories	3M Canada	
	Ansell	
	BDG	
	Bob Dale Gloves	
	Cestus Armored Gloves	
	Decade	
	Dragon Fire	
	Dupont Ltd.	
	Ergodyne	
	FireCraft Safety Products	
	Gander	
	Glove Crafters Inc.	
	Groupe BBH	
	Honeywell	
	Impacto	
	Innotex	
	Ironclad	
	Jomac	
	Kimberley Clark	
	Laurentide by Projob	
	Mapa Gloves	
	Marigold	
	MCR Gloves	
	Mechanix Wear	
	Microflex Corp.	
	National Safety Apparel	
	North by Honeywell	
	Protective Industrial Products	
	QRP	
	Ringers Glove	
	Ronco	
	Showa-Best Gloves Inc.	
	Southcombe Brothers	
	Starfield Lion	
	Superior Glove Work LTD.	
	Techtrade	
	Tuff grade	
Viking		
Watson		
Zenith Safety		
S-03: Head Protection: Hardware and accessories	3M Canada	
	AGO Industries	
	Bullard	
	CMC	
	Dentec Safety Inc.	
	Draeger	
	Dynamic Safety Products	
	ERB Products by Dentec	
	Fiber-Metal by Honeywell	
	Honeywell	
	Lakeland Fire	
	MSA	
	MSA (Formerly Cairns)	
	National Safety Apparel	
	North by Honeywell	
	Petzi	
	PMI	
Protective Industrial Products		
Thermo Cool by Dentec		
Thermo Heat by Dentec		

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<b>S-04: Ear Protection:</b> Ear muffs, plugs and accessories.	3M Canada	
	Hellburg	
	Howard Leight by Honeywell	
	Invisio	
	Moldex	
	MSA	
	Peltor by 3M	
	Sensear Inc.	
	Shoebox	
	Smart	
	Tasco by Dentec	
	TEA Headsets	
	Tremetrics	
	Zenith Safety	
	<b>S-05: Spill Containment, Prevention &amp; Storage:</b> Cabinets, lockers, drums, barrels, boxes, bins, sheds, hazmat stations, spill kits & containment pallets, drum cradles, cans, pails, containers, containment berms & barriers, chemical and granular sorbents, Sorbent booms, pads pillows, socks, acid neutralizers, liquid solidifiers and accessories.	3M Canada
Annapolis Valley Peat Moss		
Axiom Oilfield Solutions		
Bradley		
Canross		
Denios		
Encon		
Enpac		
Eagle Manufacturing		
GearGrid		
Golden Environmental		
HAWS		
Herbert Williams		
Justrite		
Permafil		
Prevor		
Quatrex		
Rupture Seal		
SEI		
SPC Sorbent Products		
Spilkleen		
Spillinja		
Spilltech		
UltraTech		
Zenith Safety		

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**Main Category 2: Safety Equipment (Part 2)**

<i>Sub-category Description</i>	<i>Manufacturers</i>	<i>Offered Percentage Discount (%)</i>
<b>S-06: Signage:</b> Signs, labels, stickers, cones, pylons, vests, flags, tapes, safety barriers, sign holders, traffic wands and accessories.	3M Canada	
	Accuform Signs	
	Allegro	
	Alliance Mercantile	
	Banner Stakes	
	Big Bill	
	Brady	
	Care-Flare	
	CH Hanson	
	Cortina	
	Dynamic Safety	
	Enpac	
	GH Factory	
	Protective Industrial Products	
	Rubbermaid	
	Safe and Sound	
	Talott	
	Tensator	
	Top Tape	
	Trinitec	
Wasip		
Zenith Safety		
Zing Signs		
<b>S-07: Eye Protection:</b> Spectacles, goggles, masks, shields, Welding visors, cases and accessories.	3M Canada	
	Bolle Safety	
	Bradley	
	Bullard Mfg. Co. Ltd.	
	Crews	
	Dynamic Safety	
	Edge Eyewear	
	Emergency First Aid Ltd.	
	Encon	
	Fiber-Metal by Honeywell	
	Haws	
	Kimberly Clark	
	MSA	
	North by Honeywell	
	Pyramex	
	Speakman by Dentec	
	US Safety	
Uvex by Honeywell		
Zenith Safety		

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<b>S-08: Portable Wash Stations/Basins:</b> Portable safety shower stations, eyewash stations, basins and accessories.	3M Canada	
	Bradley	
	Crews	
	Dynamic Safety Products	
	Emergency First Aid Ltd.	
	Encon	
	Fendall (Honeywell)	
	Guardian Safety	
	Haws	
	Innovative Safety	
	Kimberly Clark	
	MSA	
	Prevor	
	Pyramex	
	Quatrex Inc.	
	SPC Sorbent Products	
	Speakman by Dentec	
	Spill Kleen	
	Tennessee Mat (Wearwell Inc.)	
	UltraTech International Inc.	
<b>S-09: Portable Ventilation Fans:</b> Hoods, blowers, box, floor and tilt drum fans, flexible ducting, fan filters & screens, confined space ventilation and blowers, intake & exhaust flanges, accessories.	Air Systems Intern'l	
	Airking	
	Allegro	
	Blowhard	
	Bullard Mfg. Co. Ltd.	
	Dri-Eaze	
	Euramco	
	Leader Fan	
	Matrix	
	Milwaukee Tools	
	Port-a-Cool	
	Qmark-Marley Industrial	
	Ramfan/Euramco	
	SuperVac	
	Air Systems International	
	Akron Brass	
	Aurora Tools	
Bayco		
Coast Portland		
ENERGIZER		
Eveready Ltd.		
Foxfury		
Kohler/Brightstar		
Lind Equipment		
Mag-Lite Ltd.		
Milwaukee Tools		
Northern Light		
Pelican		
Petzi Ltd.		
Prime-lite		
Rayovac		
Streamlight		
UK Kenitics Ltd.		
Underwater Kinetics Canada		
Zenith Safety		

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**Main Category 3: Rescue Equipment**

<i>Sub-category Description</i>	<i>Manufacturers</i>	<i>Offered Percentage Discount (%)</i>
<b>R-01: Man-down Alarms:</b> Man-down Alarms	Draeger Grace MSA Scott	
<b>R-02: Rescue Equipment &amp; Training Aids:</b> Backboards, ropes, pulleys, blocks, stretchers, rescue hauling kits, rigging, harnesses, straps, splints, carabiners, webbing, ascenders, rope bags, retrieval kits, splints, seatbelt cutters, evacuation chairs, confined space tripod/ davit arms/ winches, tool holders & accessories. Training Aids: mannequins, simulaids	3M Canada 3M Fall Protection (DBI-Sala/Protecta) Air Systems Intern'l Ben-Mor BUIEX Canada Cordage Cancord Ltd. Consolidated Cordage CMC Rescue Dentec Safety Inc. Dynamic Emergency First Aid Ltd. Ergo-Dyne Ferno H&R Machine Honeywell Innovative Safety LiftSafe Engineering Mechanix Wear Miller by Honeywell MSA New England Rope NRS North by Honeywell Petzl Inc. PMI Ronin Safety & Rescue Safecross Simulaid Wasip Zoll	
<b>R-03: Fall Arrest Equipment:</b> Tie-back shock absorbing lanyards, boom belts, sure stop lanyards, tool lanyards, arcsafe harnesses, full body safety harness, self retracting lanyards, self-locking hubs, rear front side and shoulder attachments, restraint lanyards, spreader bars, connector straps/ cables, accessories. Pole climbing equipment: belts, climbers and gaff guards, foot plates pads, holsters, pole straps and accessories.	3M Canada 3M Fall Protection (DBI-Sala/Protecta) Canada Cordage Cancord Ltd. Dentec Safety Inc. Dynamic Safety Elk River Ergodyne Honeywell Innova (Xtirpa) Jelco Klein LiftSafe Engineering Miller by Honeywell Mechanix Wear MSA New England Rope Norguard North by Honeywell Petzl Inc. PMI Protecta Proto Sellstrom Yates	

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<b>R-04: Extrication Tools &amp; Struts Kits:</b> Hydraulic Rescue Tools, hydraulic pumps, power units, hand pumps, cutters heads, spreader heads, ram heads, combination tool heads, wrenches, hoses and wheels, rescue saws, cutting blades/wheels and extrication accessories, Strut kits, strut extensions, swivel base, rigid base, strut regulator, air hoses, deployable raker rail system, monopod/pulley kits, shoring hammer, lifting bags, air cushions, vehicle stabilizing kits, and accessories.	Amkus Rescue Systems	
	Cutters Edge	
	Holmatro	
	Hurst Ltd.	
	Idex	
	Milwaukee Tools	
	Paratech Inc.	
	Powerhawk	
	Rescue 42	
	Res-Q-Jack	
	Rhyno Tools	
	Stanley Rescue	
	TNT Rescue Systems Inc.	
	Ziamatic Corp.	

**Note to Offerors:** All products offered under subsequent S.O's must meet the following Standards; NIOSH (National Institute for Occupational Safety and Health), CSA (Canadian Standards Associations), UL (Underwriters Laboratory), ULC (Underwriters Laboratory Canada), and/or NFPA (National Fire Protection Association) certifications as Appropriate.

No pharmaceuticals and medical supplies are to be provided against any resulting Standing Offer.

Pharmaceuticals and medical supplies include the following:

- a) Items for the medical and related professions;
- b) Drugs, chemicals of medicinal grade, and preparations subject to the Food and Drugs, Regulations, the Controlled Drugs and Substances Act and the Narcotic Control, Regulations, which may be listed in the Canadian Formulary (CF), the United States, Pharmacopoeia (USP), the National Formulary (NF), the British Pharmacopoeia (BP) and the British Pharmacopoeia Codex (BPC);
- c) Medicated cosmetics and toiletries;
- d) Surgical dressing materials;
- e) Medical and surgical instruments, equipment and supplies; and
- f) First aid kits and related items.

**Other exclusions:**

- a) Other equipment, supplies already covered by other standing offer agreements.
- b) Firefighting gloves, boots, helmets, jackets, pants, turnout gear;
- c) Infection control products, SCBA testing instruments, Consoles,
- d) Heat tracers, Thermal Imaging Cameras (TIC) and accessories; and
- e) No services are to be included in any resulting Standing Offer

**Private Brands**

Offerors are requested to provide the names, descriptions and copies of the most recent Canadian MSRP for all 'Private Brands' they wish to submit for review and potential inclusion under the NMSO. Offerors must also clearly identify below, in which sub-category they wish their Private Brand to be considered under Annex "A", along with the corresponding MSRP percentage discount.

This information will then be reviewed by the Standing Offer Authority to ensure each Private Brand respects the intent of the NMSO. PSPC reserves the right to reject any Private Brand that does not meet the intent of the NMSO.

Offerors will only be permitted to include their 'Private brands' under a sub-category in which they are awarded a Standing Offer.

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<b>F-01: Fire Fighting Equipment</b>	
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<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	

<b>F-02: Portable Fire Pumps</b>	
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<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	

<b>F-03: Firefighting foam &amp; Equipment</b>	
--	--

<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	

<b>F-04: Hose Testers</b>	
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<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	

<b>F-05: Fire Extinguishers and related equipment</b>	
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<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	

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<b>F-06: Fire Extinguishers and related equipment</b>	
<b>Manufacturer of Private Brand</b>	<b>Offered Percentage Discount (%)</b>
1)	
2)	
3)	
<b>S-01: Confined space breathing/ Gas detection Equipment</b>	
<b>Manufacturer of Private Brand</b>	<b>Offered Percentage Discount (%)</b>
1)	
2)	
3)	

<b>S-02: Protective Gloves</b>	
<b>Manufacturer of Private Brand</b>	<b>Offered Percentage Discount (%)</b>
1)	
2)	
3)	

<b>S-03: Head Protection</b>	
<b>Manufacturer of Private Brand</b>	<b>Offered Percentage Discount (%)</b>
1)	
2)	
3)	

<b>S-04: Ear Protection</b>	
<b>Manufacturer of Private Brand</b>	<b>Offered Percentage Discount (%)</b>
1)	
2)	

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3)	
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<b>S-05: Spill Containment, Prevention &amp; Storage</b>	
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<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	

<b>S-06: Signage</b>	
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<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	

<b>S-07: Eye Protection</b>	
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<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	

<b>S-08: Portable Wash Stations/Basins</b>	
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<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	

<b>S-09: Portable Ventilation Fans</b>	
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<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	

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<b>S-10: Lighting</b>	
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<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	

<b>R-01: Man-down Alarms</b>	
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<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	

<b>R-02: Rescue Equipment &amp; Training Aids</b>	
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<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	

<b>R-03: Fall Arrest Equipment</b>	
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<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	

<b>R-04: Extrication Tools &amp; Struts Kits</b>	
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<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	

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#### **ANNEX "B" - Periodic Usage Reports - Standing Offer**

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

The Offeror must provide this data in accordance with the reporting requirements detailed herein. 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: April 1 to June 30;  
2nd quarter: July 1 to September 30;  
3rd quarter: October 1 to December 31;  
4th quarter: January 1 to March 31.

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

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

**(The electronic 'Usage Report' will be provided after the issuance of a Standing offer)**

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**ANNEX "C" Manufacturers Authorization Letters**

Offerors must provide a recently completed Manufacturers Authorization Letter (See attached below) 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.

The Manufacturers Authorization Letter must contain all of the information that's requested in the below template.

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.

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**Manufacturers Authorization Letter Template**

**Reference: E60HN-20FSRE**

Public Services and Procurement Canada (PSPC)  
Acquisitions Branch  
Logistics, Electrical, Fuel and Transportation Directorate  
HN Division  
140 O'Connor Street  
Ottawa, ON, K1A 0S5  
Canada

Date:

Attention: Standing Offer Authority

This letter certifies that 'Insert Offerors Company Name' is an authorized dealer of 'Insert Manufacturers Company Name' products and is approved to supply our Fire, Safety and Rescue Equipment to the Government of Canada through the NMSO E60HN-17FSRE.

The offeror named above is authorized to sell the above named manufacturer's products across Canada.

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

Main Categories Description	Sub-category Description
<b>FIRE EQUIPMENT</b> (F-01 to F-06)	F-01: Fire Fighting Equipment F-02: Portable Fire Pumps F-03: Firefighting foam & Equipment F-04: Hose Testers F-05: Ladders F-06: Fire Extinguishers and related equipment
<b>SAFETY EQUIPMENT</b> (S-01 to S-10)	S-01: Confined space breathing/ Gas detection Equipment S-02: Protective Gloves S-03: Head Protection S-04: Ear Protection S-05: Spill Containment, Prevention & Storage S-06: Signage S-07: Eye Protection S-08: Portable Wash Stations/Basins S-09: Portable Ventilation Fans S-10: Lighting
<b>RESCUE EQUIPMENT</b> (R-01 to R-04)	R-01: Man-down Alarms R-02: Rescue Equipment & Training Aids R-03: Fall Arrest Equipment R-04: Extrication Tools & Struts Kits

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'Insert Manufacturers Company Name \_\_\_\_\_' has agreed to utilize "MSRP" as a pricing base point as indicated on the supplied common MSRP price list and guarantees that all requesting Offerors have been provided the identical common MSRP for their product lines.

'Insert Offerors Company Name \_\_\_\_\_' has agreed to identify a Manufacturer Contact Person for each manufacturer. The name and current contact details of each contact person are provided below.

Manufacturer: \_\_\_\_\_

Region: \_\_\_\_\_

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 "D" Mandatory Criteria Response Template**

**Mandatory Criteria #1:**

Offerors must provide a copy of the most recent Canadian common Manufacturer's Suggested Retail Price List (MSRP) at time of bid closing; for each manufacturer offered.

Compliant	Non-compliant

**Mandatory Criteria #2:**

Offerors must provide a written authorization letter (as per Annex C) from each Manufacturer, authorizing the Offeror to sell their products in Canada.

Compliant	Non-compliant

**Mandatory Criteria #3:**

Of the following three (3) main categories (Fire, Safety and Rescue), Offerors must be capable of providing a minimum of 80% for Fire, 80% for Safety and 75% for Rescue of all the listed sub-categories (as defined in Annex A) in at least one (1) of the three (3) main categories.

*Example: Capable of Providing*

- 80% of all Fire related sub-categories (F-01, F-02, F-03, F-04, F-05, F-06) and/or
- 80% of all Safety related sub-categories (S-01, S-02, S-03, S-04, S-05, S-06, S-07, S-08, S-09, S-10) and/or
- 75% of all Rescue related sub-categories (R-01, R-02, R-03, R-04)

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Main Category Description	Sub-category Description	Capable of Providing
<b>Fire</b> (F-01 to F-06)	F-01: Fire Fighting Equipment	
	F-02: Portable Fire Pumps	
	F-03: Firefighting foam & Equipment	
	F-04: Hose Testers	
	F-05: Ladders	
	F-06: Fire Extinguishers and related equipment	
<b>Safety</b> (S-01 to S-10)	S-01: Confined space breathing/ Gas detection Equipment	
	S-02: Protective Gloves	
	S-03: Head Protection	
	S-04: Ear Protection	
	S-05: Spill Containment, Prevention & Storage	
	S-06: Signage	
	S-07: Eye Protection	
	S-08: Portable Wash Stations/Basins	
	S-09: Portable Ventilation Fans	
	S-10: Lighting	
<b>Rescue</b> (R-01 to R-04)	R-01: Man-down Alarms	
	R-02: Rescue Equipment & Training Aids	
	R-03: Fall Arrest Equipment	
	R-04: Extrication Tools & Struts Kits	

**Mandatory Criteria #4:**

Offerors must provide a toll-free telephone number and an email address for customer support, pricing inquiries and other Standing Offer related activities.

Telephone Number	Email Address

**Mandatory Criteria #5:**

The Offerors must provide a website that's viewable in both English and French languages.

Compliant	Non-compliant

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**Mandatory Criteria #6:**

The Offerors website must possess either an online "Product Search Function" (i.e a search tool) or web link(s) to all available online product catalogues. (Note: Users must be able to view/search for all available NMSO products via the Offeror's website). Please indicate, with an (X), which selection is applicable to you.

Product Search Function	Web link(s) to all available Product Catalogues	Non-compliant

**Mandatory Criteria #7:**

For reasons of either extreme urgency or natural disaster, Offerors must provide the name, title and contact information for person(s) responsible for 24hour emergency sales/support. In the event your organization does not have one (1) individual person responsible for such inquiries, a 24 hour hotline number would also be acceptable.

Contact Name and Title	Telephone Number	Email address

**Mandatory Criteria #8:**

Offerors must base their percentage discounts off the same Common Canadian Manufacturer's Suggested Retail Price List (MSRP) as provided directly by the Manufacturer to all suppliers, at time of bid closing.

Compliant	Non-compliant

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**ANNEX "E" to PART 3 OF THE REQUEST FOR STANDING OFFERS**

**ELECTRONIC PAYMENT INSTRUMENTS**

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

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**ANNEX "F" to PART 5 OF THE REQUEST FOR STANDING OFFERS**

**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

(I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Offeror certifies having no work force in Canada.
- A2. The Offeror certifies being a public sector employer.
- A3. The Offeror certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Offeror has a combined workforce in Canada of 100 or more employees; and
  - A5.1 The Offeror certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Offeror certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Offeror is not a Joint Venture.

OR

- B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)