

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

## Bid Receiving - PWGSC / Réception des soumissions - TPSGC

**11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776**

## Request For a Standing Offer Demande d'offre à commandes

### National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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

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

## Comments - Commentaires

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

**Issuing Office - Bureau de distribution**

Vehicles & Industrial Products Division  
140 O'Connor, Tower East  
4th Floor  
140 O'Connor, Tour Est  
4ème étage  
Ottawa  
Ontario  
K1A 0S5

<b>Title - Sujet</b> NMSO Hand Tools	
<b>Solicitation No. - N° de l'invitation</b> E60HP-21TOOL/A	<b>Date</b> 2021-02-05
<b>Client Reference No. - N° de référence du client</b> E60HP-21TOOL	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$HP-940-79702
<b>File No. - N° de dossier</b> hp940.E60HP-21TOOL	<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> Eastern Daylight Saving Time EDT <b>on - le 2021-03-22</b> Heure Avancée de l'Est HAE	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Murray, David	<b>Buyer Id - Id de l'acheteur</b> hp940
<b>Telephone No. - N° de téléphone</b> (613)296-9230 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> As specified on each individual call-up document.	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address</b>	
<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 (type or print)</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

---

## Request for Standing Offer (RFSO) Summary

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

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

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

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

and/or

☐ Non-PSAB (General Supplier)

### **For offerors submitting an offer for both a PSAB and non-PSAB SO:**

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

- ANNEX "A" - FIRM PERCENTAGE DISCOUNT

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

---

## TABLE OF CONTENTS

### PART 1 - GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Summary
- 1.3 Debriefings
- 1.4 Key Terms
- 1.5 Offer
- 1.6 Disclosure of information – Optional Users
- 1.7 Anticipated migration to an e-Procurement Solution (EPS)

### PART 2 - OFFEROR INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Offers
- 2.3 Enquiries - Request for Standing Offers
- 2.4 Applicable Laws
- 2.5 Bid Challenge and Recourse Mechanisms

### PART 3 - OFFER PREPARATION INSTRUCTIONS

- 3.1 Offer Preparation Instructions
  - 3.1.1 Electronic Payment of Invoices – Offer
  - 3.1.2 Exchange Rate Fluctuation

### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
  - 4.1.1 Technical Evaluation
  - 4.1.2 Financial Evaluation
- 4.2 Basis of Selection

### PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

- 5.1 Certifications Required with the Offer
  - 5.1.1 Integrity Provisions - Declaration of Convicted Offences
  - 5.1.2 Additional Certifications Required with the Offer
    - 5.1.2.1 Set-aside for Aboriginal Business (PSAB offerors only)
    - 5.1.2.2 Owner/Employee Certification - Set-aside for Aboriginal Business
- 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information
  - 5.2.1 Integrity Provisions – Required Documentation
  - 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification
  - 5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer
    - 5.2.3.1 General Environmental Criteria Certification
    - 5.2.3.2 ISO 9000 Certification

### PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

#### A. STANDING OFFER

- 6.1 Offer
- 6.2 Security Requirements
  - 6.2.1 No Security Requirement Applicable
- 6.3 Standard Clauses and Conditions
  - 6.3.1 General Conditions
  - 6.3.2 Standing Offers Reporting
- 6.4 Term of Standing Offer
  - 6.4.1 Period of the Standing Offer
  - 6.4.2 Extension of Standing Offer

- 6.4.3 Comprehensive Land Claims Agreements (CLCAs)
- 6.5 Updates to the Manufacturer's Suggested Retail Price (MSRP)
- 6.6 Authorities
  - 6.6.1 Standing Offer Authority
  - 6.6.2 Project Authority
  - 6.6.3 Offeror's Representative
  - 6.6.4 Manufacturer Contact Person
- 6.7 Authorized Users
  - 6.7.1 Federal Identified Users
  - 6.7.2 Provincial/Territorial Identified Users
- 6.8 Call-up Procedures
- 6.9 Call-up Instrument
  - 6.9.1 Federal Identified User
  - 6.9.2 Provincial/Territorial Identified User
  - 6.9.3 Transaction Requirements
  - 6.9.4 Numbering of Call-ups paid for by Acquisition Cards
- 6.10 Limitation of Call-ups
  - 6.10.1 Limitation of Call-ups Federal Identified User
  - 6.10.2 Limitation of Call-ups for Provincial/Territorial Identified User
- 6.11 Priority of Documents
- 6.12 Certifications and Additional Information
  - 6.12.1 Compliance
  - 6.12.2 SACC Manual Clauses
- 6.13 Applicable Laws
- 6.14 Transition to an e-Procurement Solution (EPS)

## **B. RESULTING CONTRACT CLAUSES**

- 6.1 Requirement
- 6.2 Standard Clauses and Conditions
  - 6.2.1 General Conditions
- 6.3 Term of Contract
  - 6.3.1 Delivery Date
  - 6.3.2 Shipping instruction - Delivery at Destination
- 6.4 Payment
  - 6.4.1 Basis of Payment
  - 6.4.2 SACC Manual Clauses
  - 6.4.3 Electronic Payment of Invoices – Call-up
- 6.5 Invoicing Instructions
- 6.6 Insurance
- 6.7 SACC Manual Clauses
- 6.8 Dispute Resolution

ANNEX "A" – FIRM PERCENTAGE DISCOUNT

ANNEX "B" – MANUFACTURERS' AUTHORIZATION LETTER

ANNEX "C" – MANDATORY QUARTERLY USAGE REPORTS

ANNEX "D" – ELECTRONIC PAYMENT INSTRUMENTS

ANNEX "E" – CALL-UP AGAINST A STANDING OFFER

ATTACHMENT:

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

Solicitation No. - N° de l'invitation  
E60HP-21TOOL/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
HP940

Client Ref. No. - N° de réf. du client  
E60HP-21TOOL

File No. - N° du dossier  
hp940.E60HP-21TOOL

CCC No./N° CCC - FMS No./N° VME

---

## 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.

---

## PART 1 - GENERAL INFORMATION

### 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.

### 1.1 Introduction

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

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

---

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

The Annexes include the Requirement, ANNEX "A" – FIRM PERCENTAGE DISCOUNT, ANNEX "B" – MANUFACTURERS' AUTHORIZATION LETTER, ANNEX "C" – MANDATORY QUARTERLY USAGE REPORTS, ANNEX "D" – ELECTRONIC PAYMENT INSTRUMENTS, and ANNEX "E" – CALL-UP AGAINST A STANDING OFFER.

## **1.2 Summary**

### **1.2.1 Requirement**

Canada has a requirement to establish National Master Standing Offers (NMSO's) for the supply of Hand Tools included in Federal Stock Classes 5110, 5120, 5130, 5133, 5136, 5140, and 5180 on an as-and-when requested basis, as described in ANNEX "A" – FIRM PERCENTAGE DISCOUNT to Authorized Users.

For non-PSAB and PSAB Standing Offers:

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

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

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

### **1.2.2 Authorized Users**

#### **(a) Federal Identified Users:**

Means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11.

#### **(b) Provincial/Territorial Identified Users:**

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

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

- Province of Prince-Edward Island
  - University of Prince-Edward Island
- Province of New-Brunswick
  - City of Saint John
- Province of Alberta

- 
- City of Edmonton
  - Province of Nova-Scotia
    - IWK Health Centre
    - Chignecto-Central Regional Centre for Education
    - Municipality of the County of Inverness
    - South Shore Regional Centre for Education
    - Tri-County Regional Centre for Education
    - Saint Mary's University
    - Town of Truro
    - Dalhousie University
    - Halifax Regional Centre for Education
    - Halifax Regional Water Commission
    - Acadia University
    - Annapolis Valley Regional Centre for Education
    - Conseil scolaire acadien provincial
    - Municipality of Shelburne
    - Mount Saint Vincent University
    - Municipality of the District of Chester
  - Province of Manitoba including the Vehicles and Equipment Maintenance Agency (VEMA), and Manitoba Liquor and Lotteries crown corporation as well as the following optional users:
    - Frontier School Division
    - St. James-Assiniboia School Division
    - RM of Mountain
    - Seven Oaks School Division
    - Prairie Mountain Health
    - Southern Health
    - Interlake Eastern Regional Health Authority
    - Northern Regional Health Authority
    - Winnipeg Regional Health Authority
    - Shared Health Manitoba
    - Red River College
    - Manitoba Institute of Trades and Technology
    - University of Manitoba
    - Hamiota Municipality
    - RM of Rosser
    - Brandon School Division
    - City of Winnipeg, MB
    - Prairie Rose School Division
    - RM of West Interlake
    - Town of Ste. Anne
    - Town of Carman
    - River East Transcona School Division
    - Rolling River School Division
    - University College of the North
    - Winnipeg School Division
    - Lord Selkirk School Division
    - Brandon University
    - Swan Valley School Division
    - Pembina Trails School Division
  - Yukon Territory
  - Province of Ontario
    - City of Toronto
    - Northumberland County



- 
- County of Peterborough
  - Town of Huntsville
  - Carleton University
  - Township of Blandford-Blenheim
  - City of North Bay
  - City of Barrie
  - Town of Collingwood

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

### **1.2.3 Standing Offer Duration**

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

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

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

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

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

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

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

### **1.2.6 Epost Connect**

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.

Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, bidders are highly encouraged to transmit their bid electronically using the epost Connect service. Information on the epost Connect service can be found in Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation.

## **1.3 Debriefings**

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

## 1.4 Key Terms

### Manufacturer's Suggested Retail Price (MSRP)

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

## 1.5 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.

## 1.6 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.

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 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").

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.

Solicitation No. - N° de l'invitation  
E60HP-21TOOL/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
HP940

Client Ref. No. - N° de réf. du client  
E60HP-21TOOL

File No. - N° du dossier  
hp940.E60HP-21TOOL

CCC No./N° CCC - FMS No./N° VME

---

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.

### **1.7 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.

---

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The 2006 (2020-05-28) 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: 90 days

#### 2.1.1 SACC Manual Clauses

M1004T	Condition of Material	2016-01-28
--------	-----------------------	------------

### 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.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-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.

### 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

### 2.4 Applicable Laws

The Standing Offer and any resulting Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their Offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, the Offeror is deemed to have consented to the applicable laws as specified herein by Canada.

### 2.5 Bid Challenge and Recourse Mechanisms

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

---

## 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 (1 hard copy)  
Section II: Financial Offer (1 hard copy)  
Section III: Certifications (1 hard copy)  
Section IV: Additional Information (1 hard copy)

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.

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) 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>). To assist Canada in reaching its objectives, Offerors should:

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

---

## **Section I: Technical Offer**

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

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

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

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

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

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

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

As part of their Technical offer, Offerors must identify a Manufacturer Contact Person for each manufacturer listed in their offer. The name and current contact details of each contact person must be provided in ANNEX "B" – MANUFACTURERS' AUTHORIZATION LETTER. Public Service and Procurement Canada (PSPC) reserves the right to verify the accuracy of the contact information provided for the Manufacturer Contact Person at any time during the Standing Offer period.

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

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

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

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

## **Section II: Financial Offer**

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

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

### **3.1.1 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete ANNEX "D"– ELECTRONIC PAYMENT INSTRUMENTS, to identify which ones are accepted.

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

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

### **3.1.2 Exchange Rate Fluctuation**

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

**Section III: Certifications** Offerors must submit the certifications and additional information required under Part 5.



---

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **Mandatory Technical Criteria**

##### **4.1.1.1 Offerors must complete and submit with their offer ANNEX "A" – FIRM PERCENTAGE DISCOUNT.**

Offerors must, at a minimum, offer the following:

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

##### **4.1.1.2 Offerors must complete and submit with their offer, the Manufacturers Authorization Letter as per ANNEX "B" – MANUFACTURERS' AUTHORIZATION LETTER, that includes the name and current contact information of the Manufacturer Contact Person for each manufacturer selected in ANNEX "A" – FIRM PERCENTAGE DISCOUNT list. Should an offeror wish to propose their sub-brands or other manufacturers, these must be identified in ANNEX "B" – MANUFACTURERS' AUTHORIZATION LETTER. Each manufacturer or sub-brand will be evaluated in accordance with the same evaluation criteria noted herein.**

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

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 The purpose of the financial evaluation is to determine the aggregate percentage discount, based on the information submitted in ANNEX "A" – FIRM PERCENTAGE DISCOUNT.**

##### **4.1.2.2 Offerors must complete and submit with their offer ANNEX "A" – FIRM PERCENTAGE DISCOUNT. Only percentage discounts for manufacturers that have been validated by providing the Standing Offer Authority with a rightfully signed Manufacturer Authorization Letter will be considered.**

##### **4.1.2.3 Aggregate Firm Percentage Discount calculation:**

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

- a) The Firm Percentage Discount quoted for each year (one (1) firm year and 2 (two) one (1) year option periods), for each manufacturer,

will be added together and divided by three (3), up to 2 (two) decimals) and;

- b) The result will be the total aggregate Firm Percentage Discount offered for each manufacturer.

## 4.2 Basis of Selection

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

**4.2.2** (a) Non-PSAB offers:

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

(b) PSAB offers:

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

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

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

Illustration of the selection process:

Manufacturers:

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

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

Manufacturers Selected:

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

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

OFFEROR	GSIN	MANUFACTURER
Alpha	5110	Dalloz
Bravo	5110	Dalloz
Charlie	5110	Dalloz

Delta	5110	Mate
Echo	5110	Mate
Foxtrot	5110	Bran

**Manufacturers Selected:**

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

**Aggregate Firm Percentage Discounts:**

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

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

**Offerors Selected:**

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

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

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

**Offerors Selected:**

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

---

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Offer

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

#### 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 website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### 5.1.2 Additional Certifications Required with the Offer

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

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see ANNEX 9.4 of the Supply Manual.
2. The Offeror:
  - i. certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned ANNEX.
  - ii. agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned ANNEX.
  - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned ANNEX.
3. The Offeror must check the applicable box below:
  - i. ☐ The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.  
**OR**
  - ii. ☐ The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Offeror must check the applicable box below:
  - i. ☐ The Aboriginal business has fewer than six full-time employees.  
**OR**

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

#### 5.1.2.2 Owner/Employee Certification - Set-aside for Aboriginal Business

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

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

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

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

\_\_\_\_\_  
Date

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

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

---

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the 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 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.

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

#### 5.2.3.1 General Environmental Criteria Certification

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

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

---

Bidders' Authorized Representative Signature

---

Date

or

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

Solicitation No. - N° de l'invitation  
E60HP-21TOOL/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
HP940

Client Ref. No. - N° de réf. du client  
E60HP-21TOOL

File No. - N° du dossier  
hp940.E60HP-21TOOL

CCC No./N° CCC - FMS No./N° VME

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

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

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

\_\_\_\_\_  
Date

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

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

---

## PART 6 - 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 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.



## **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.

## **6.1 Offer**

**6.1.1** The Offeror offers to fulfill the requirement in accordance with the Requirement at ANNEX "A" – FIRM PERCENTAGE DISCOUNT.

## **6.2 Security Requirements**

### **6.2.1 No Security Requirement Applicable**

There is no security requirement applicable to the Standing Offer.

## **6.3 Standard Clauses and Conditions**

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

### **6.3.1 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

### **6.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex entitled ANNEX "C" – MANDATORY QUARTERLY USAGE REPORTS. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must 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:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

---

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period. Federal Identified Users and Provincial/Territorial Identified Users usage totals must be reported separately.

## **6.4 Term of Standing Offer**

### **6.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of issuance of any Standing Offer to 30 April 2022.

### **6.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one (1) year periods, from 1 May 2022 to 30 April 2023 and 1 May 2023 to 30 April 2024 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

### **6.4.3 Comprehensive Land Claims Agreements (CLCAs)**

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

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

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

1st submission: October 1

For Option Period (if exercised)

1st submission: April 1

2nd submission: October 1

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

## **6.6 Authorities**

### **6.6.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: David D. Murray  
Title: Supply Officer  
Organization: Public Works and Government Services Canada  
Acquisitions Branch  
Industrial Products and Vehicles Procurement Directorate (IPVPD), Vehicles and Industrial Products  
Division (HP),  
140 O'Connor Street, 4th Floor East Tower,  
Ottawa Ontario, K1A 0S5

Telephone: 613-296-9230  
E-mail: David.Murray@tpsgc-pwgsc.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.

### **6.6.2 Project Authority**

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

---

### 6.6.3 Offeror's Representative

Name and telephone number of the person responsible for:

#### General Inquiries:

Name: \_\_\_\_\_ (to be completed by Offeror)

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

#### Delivery follow-up:

Name: \_\_\_\_\_ (to be completed by Offeror)

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

### 6.6.4 Manufacturer Contact Person.

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

## 6.7 Authorized Users

### 6.7.1 Federal Identified Users

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

### 6.7.2 Provincial/Territorial Identified Users:

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

- Province of Prince-Edward Island
  - University of Prince-Edward Island
- Province of New-Brunswick
  - City of Saint John
- Province of Alberta
  - City of Edmonton
- Province of Nova-Scotia
  - IWK Health Centre
  - Chignecto-Central Regional Centre for Education
  - Municipality of the County of Inverness
  - South Shore Regional Centre for Education
  - Tri-County Regional Centre for Education
  - Saint Mary's University
  - Town of Truro
  - Dalhousie University
  - Halifax Regional Centre for Education

- 
- Halifax Regional Water Commission
    - Acadia University
    - Annapolis Valley Regional Centre for Education
    - Conseil scolaire acadien provincial
    - Municipality of Shelburne
    - Mount Saint Vincent University
    - Municipality of the District of Chester
  - Province of Manitoba including the Vehicles and Equipment Maintenance Agency (VEMA), and Manitoba Liquor and Lotteries crown corporation as well as the following optional users:
    - Frontier School Division
    - St. James-Assiniboia School Division
    - RM of Mountain
    - Seven Oaks School Division
    - Prairie Mountain Health
    - Southern Health
    - Interlake Eastern Regional Health Authority
    - Northern Regional Health Authority
    - Winnipeg Regional Health Authority
    - Shared Health Manitoba
    - Red River College
    - Manitoba Institute of Trades and Technology
    - University of Manitoba
    - Hamiota Municipality
    - RM of Rosser
    - Brandon School Division
    - City of Winnipeg, MB
    - Prairie Rose School Division
    - RM of West Interlake
    - Town of Ste. Anne
    - Town of Carman
    - River East Transcona School Division
    - Rolling River School Division
    - University College of the North
    - Winnipeg School Division
    - Lord Selkirk School Division
    - Brandon University
    - Swan Valley School Division
    - Pembina Trails School Division
  - Yukon Territory
  - Province of Ontario
    - City of Toronto
    - Northumberland County
    - County of Peterborough
    - Town of Huntsville
    - Carleton University
    - Township of Blandford-Blenheim
    - City of North Bay
    - City of Barrie
    - Town of Collingwood

---

### 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”).

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.

---

## 6.8 Call-up Procedures

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

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the second ranked offeror. When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately. The resulting call-ups are considered competitive and the competitive call-up authorities can be used. Identified users are not permitted to issue call-ups for any manufacturer or sub-brands thereof that have not been awarded in the Standing Offer(s).

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.

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.

## 6.9 Call-up Instrument

### 6.9.1 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)
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 "C" – MANDATORY QUATERLY USAGE REPORTS.

### 6.9.2 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"– CALL-UP AGAINST A STANDING OFFER. This form is available through the [PWGSC Forms Catalogue](#) Web site.

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

- identifies 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.

### 6.9.3 Transaction Requirements

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

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

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

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

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

---

## **6.10 Limitation of Call-ups**

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

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

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

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

#### **Requirements above \$400,000**

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

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

#### **Minimum Order**

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

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

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.

## **6.11 Priority of Documents**

If there is a discrepancy between the wording 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.

- 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 (2020-05-28) - Goods (Medium Complexity) – Authorized User;
- e) ANNEX "A" – FIRM PERCENTAGE DISCOUNT;
- f) ANNEX "B" – MANUFACTURERS' AUTHORIZATION LETTER;
- g) the Offeror's offer dated \_\_\_\_\_ (insert date of offer).

---

## 6.12 Certifications and Additional Information

### 6.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### 6.12.2 SACC Manual Clauses

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

## 6.13 Applicable Laws

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

## 6.14 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.

---

## **B. RESULTING CONTRACT CLAUSES**

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

### **6.1 Requirement**

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

### **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 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.

## **6.2 Standard Clauses and Conditions**

### **6.2.1 General Conditions**

2015A (2020-05-28), 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:**

Section 27 – Contingency Fees

Section 29 – Integrity Provisions – Contract

Section 31 – Code of Conduct for Procurement contract

Section 16 Interest on Overdue Accounts of General conditions 2015A will not apply to payments made by credit cards.

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

## **6.3 Term of Contract**

### **6.3.1 Delivery Date**

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

### **6.3.2 Shipping instruction - Delivery at Destination**

Goods must be consigned to the destination specified in the call-up and delivered Duty Paid (DDP) at the destination specified in the call-up Incoterms 2000 for shipments from a commercial contractor.

## **6.4 Payment**

### **6.4.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, calculated based on ANNEX "A" Firm Percentage Discount applied against the Manufacturers Suggested Retail Price submitted with the offer or as approved by the Standing Offer Authority; in Canadian dollars, (DDP) Delivered Duty Paid Incoterms 2000, Customs Duties (included); and Applicable Taxes extra, if applicable.

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

### **6.4.2 SACC Manual Clauses**

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

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

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

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

#### 6.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:  
The Contractor must submit invoices in accordance with the information required in Section 10 Invoice Submission of 2015A GENERAL CONDITIONS – Goods - Authorized User - (Medium Complexity)
1. Invoices must be distributed as follows:

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

#### 6.6 Insurance

G1005C	Insurance – No Specific Requirement	2016-01-28
--------	-------------------------------------	------------

#### 6.7 SACC Manual Clauses

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

#### 6.8 Dispute Resolution

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

Solicitation No. - N° de l'invitation  
E60HP-21TOOL/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
HP940

Client Ref. No. - N° de réf. du client  
E60HP-21TOOL

File No. - N° du dossier  
hp940.E60HP-21TOOL

CCC No./N° CCC - FMS No./N° VME

---

### **ANNEX "A" – FIRM PERCENTAGE DISCOUNT**

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

Should a manufacturer's sub-brand or any other manufacturer not be identified in the MANUFACTURER columns below, Offerors must to add them to the OTHER PROPOSED MANUFACTURERS tables provided in order to be considered.

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

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

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

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

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

Solicitation No. - N° de l'invitation  
E60HP-21TOOL/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
HP940

Client Ref. No. - N° de réf. du client  
E60HP-21TOOL

File No. - N° du dossier  
hp940.E60HP-21TOOL

CCC No./N° CCC - FMS No./N° VME

**GSIN/Class 5110:**

**Page 1**

Hand Tools, Edged, Non-powered:

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

<b>MANUFACTURER</b>	<b>FIRM PERIOD: 2021-2022 (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 1 / 2022-2023: (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 2 / 2023-2024: (INSERT DISCOUNT % BELOW)</b>
Ames True Temper			
APEX® Assembly & Fabrication Tools			
A. Richard Co.			
Atlas Copco			
Aurora Tool			
Black & Decker			
Channellock			
Cooper Tools			
Cornwall Tools			
Crescent			
Fuller Tools			
Garant			
Geawrench			
Gerber Gear			
Gray Tools			
Jet			
KD Tools			
Klein			
MAC Tools			
Matco Tools			
Milwaukee			
Nicholson			



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

**GSIN/Class 5120:**

**Page 1**

Hand Tools, Nonedged, Nonpowered.

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

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

<b>MANUFACTURER</b>	<b>FIRM PERIOD: 2021-2022 (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 1 / 2022-2023: (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 2 / 2023-2024: (INSERT DISCOUNT % BELOW)</b>
Ames True Temper			
APEX® Assembly & Fabrication Tools			
Aurora Tool			
Bessey Tools			
Black & Decker			
Bondhus			
Channellock			
Cooper Tools			
Cornwall Tools			
Crescent			
Dewalt			
Equiprite			
Fuller Tools			
Garant			
Geawrench			
Gerber Gear			
Gray Tools			
Irwin			
Jet			
KD Tools			

**GSIN/Class 5120:**

**Page 2**

Hand Tools, Nonedged, Nonpowered.

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

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

MANUFACTURER	FIRM PERIOD: 2021-2022 (INSERT DISCOUNT % BELOW)	OPTION PERIOD Year 1 / 2022-2023: (INSERT DISCOUNT % BELOW)	OPTION PERIOD Year 2 / 2023-2024: (INSERT DISCOUNT % BELOW)
Klein			
Knipex			
MAC Tools			
Matco Tools			
Milwaukee			
Nicholson			
Proto			
Ridgid			
SK Tools			
Snap-on Tools			
Stanley			
Wera Tools			
Westward			
Worthington			
Wright Tool			
Xcelite			

[illegible]

Solicitation No. - N° de l'invitation  
E60HP-21TOOL/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
HP940

Client Ref. No. - N° de réf. du client  
E60HP-21TOOL

File No. - N° du dossier  
hp940.E60HP-21TOOL

CCC No./N° CCC - FMS No./N° VME

**GSIN/Class 5130:**

**Page 1**

Hand Tools, Power Driven:

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

<b>MANUFACTURER</b>	<b>FIRM PERIOD: 2021-2022 (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 1 / 2022-2023: (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 2 / 2023-2024: (INSERT DISCOUNT % BELOW)</b>
Black & Decker			
Blackstone			
Bosch			
Carborundum			
Chicago Pneumatic			
Cleo/Dotco			
DeVilbis			
Dewalt			
Delta Machinery			
Dremel			
Flexovit			
General International			
Greenfield			
Hilti			
Hitachi			
Ingersol Rand			
Irwin			
Jet			
Lenox Tools			
Makita			
Matco Tools			
Metabo			
Milwaukee			



Solicitation No. - N° de l'invitation  
E60HP-21TOOL/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
HP940

Client Ref. No. - N° de réf. du client  
E60HP-21TOOL

File No. - N° du dossier  
hp940.E60HP-21TOOL

CCC No./N° CCC - FMS No./N° VME

**GSIN/Class 5133:**

**Page 1**

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

<b>MANUFACTURER</b>	<b>FIRM PERIOD: 2021-2022 (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 1 / 2022-2023: (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 2 / 2023-2024: (INSERT DISCOUNT % BELOW)</b>
Black & Decker			
Bosch			
Clarkson Osborn			
Dewalt			
Dormer Tool			
FMT Tooling Systems			
Greenfield			
Hilti			
Irwin			
Kennametal			
Lennox Tools			
LS Starrett			
Milwaukee			
Morse			
OSG Taps and Dies			
Sandvik			
Snap-on Tools			
Union Butterfield			
Walter Surface Technologies			

Solicitation No. - N° de l'invitation  
E60HP-21TOOL/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
HP940

Client Ref. No. - N° de réf. du client  
E60HP-21TOOL

File No. - N° du dossier  
hp940.E60HP-21TOOL

CCC No./N° CCC - FMS No./N° VME

**GSIN/Class 5133:**

Page 2

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

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

[illegible]



Solicitation No. - N° de l'invitation  
E60HP-21TOOL/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
HP940

Client Ref. No. - N° de réf. du client  
E60HP-21TOOL

File No. - N° du dossier  
hp940.E60HP-21TOOL

CCC No./N° CCC - FMS No./N° VME

**GSIN/Class 5136:**

**Page 1**

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

<b>MANUFACTURER</b>	<b>FIRM PERIOD: 2021-2022 (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 1 / 2022-2023: (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 2 / 2023-2024: (INSERT DISCOUNT % BELOW)</b>
Black & Decker			
Bosch			
Clarkson Osborn			
Dewalt			
Dormer			
FMT			
Gearwrench			
Greenfield			
Kennametal			
LS Starrett			
Morse			
OSG Taps and Dies			
Sandvik			
Snap-on Tools			
Union Butterfield			
Widia			
Wera Tools			

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

<b>OTHER PROPOSED MANUFACTURERS</b>	<b>FIRM PERIOD: 2021-2022 (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 1 / 2022-2023: (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 2 / 2023-2024: (INSERT DISCOUNT % BELOW)</b>

Solicitation No. - N° de l'invitation  
E60HP-21TOOL/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
HP940

Client Ref. No. - N° de réf. du client  
E60HP-21TOOL

File No. - N° du dossier  
hp940.E60HP-21TOOL

CCC No./N° CCC - FMS No./N° VME

**GSIN/Class 5140:**

**Page 1**

Tool and Hardware Boxes.

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

<b>MANUFACTURER</b>	<b>FIRM PERIOD: 2021-2022 (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 1 / 2022-2023: (INSERT DISCOUNT % BELOW)</b>	<b>OPTION PERIOD Year 2 / 2023-2024: (INSERT DISCOUNT % BELOW)</b>
Aurora Tool			
Delta			
Dewalt			
Ergodyne			
Gearwrench			
Gray Tools			
Greenlee			
Irwin			
Jet			
Kennedy (Cornwell)			
Klein			
Knaack			
Kuny's			
Lista International			
MAC Tools			
Matco Tools			
Proto			
Rock River			
Rousseau Metal			
Snap-on Tools			
SPG International			
Stanley			
Vidmar			
Waterloo			
Westward			

[illegible]

**GSIN/Class 5180:**

**Page 1**

Sets, Kits, and Outfits of Hand Tools.

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

MANUFACTURER	FIRM PERIOD: 2021-2022 (INSERT DISCOUNT % BELOW)	OPTION PERIOD Year 1 / 2022-2023: (INSERT DISCOUNT % BELOW)	OPTION PERIOD Year 2 / 2023-2024: (INSERT DISCOUNT % BELOW)
Ames True Temper			
Aurora Tool			
Bessey Tools			
Bahco			
Black & Decker			
Bondhus			
CDI			
Channellock			
Cornwall Tools			
Cooper Tools			
Crescent			
C S UNITEC			
Dewalt			
Equiprite			
Fuller Tools			
Garant			
Geawrench			
Gerber Gear			
Gray Tools			
Greenlee			
Husqvarna			
Irwin			
Jet			

Solicitation No. - N° de l'invitation  
E60HP-21TOOL/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
HP940

Client Ref. No. - N° de réf. du client  
E60HP-21TOOL

File No. - N° du dossier  
hp940.E60HP-21TOOL

CCC No./N° CCC - FMS No./N° VME

**GSIN/Class 5180:**

**Page 2**

Sets, Kits, and Outfits of Hand Tools.

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

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

[illegible]

Solicitation No. - N° de l'invitation  
E60HP-21TOOL/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
HP940

Client Ref. No. - N° de réf. du client  
E60HP-21TOOL

File No. - N° du dossier  
hp940.E60HP-21TOOL

CCC No./N° CCC - FMS No./N° VME

---

## ANNEX "B" – MANUFACTURERS' AUTHORIZATION LETTER

Department of Public Works & Government Services Canada  
140 O'Connor, Street  
Ottawa, Ontario K1A 0R5  
Canada  
Building L'Esplanade Laurier, East Tower  
Floor 4th Floor (Room 4147)  
Attention: David Murray

This letter certifies that (Offerors Company Name) is an authorized dealer of (Manufacturers Company Name) products and is approved to supply our Hand Tools to the Government of Canada through the standing offer E60HP-21TOOL/A.

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

(Manufacturers Company Name) has agreed to utilize the Manufacturer's Suggested Retail Price (MSRP) as a pricing base point as indicated on the supplied common MSRP price list and guarantees that it will provide all Offerors with identical common MSRP for their product lines.

The following manufacturers or sub-brands are also included under this authorization letter (If applicable):

---

---

---

---

---

Manufacturers Contact Person:

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

Best Regards,

\_\_\_\_\_  
[Signature]

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

Solicitation No. - N° de l'invitation  
E60HP-21TOOL/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
HP940

Client Ref. No. - N° de réf. du client  
E60HP-21TOOL

File No. - N° du dossier  
hp940.E60HP-21TOOL

CCC No./N° CCC - FMS No./N° VME

<b>Standing Offer Holder Name:</b> <b>Titulaire de l'offre à commandes:</b>	<b>Annex C : Mandatory Quarterly Usage Reports</b> <b>Annexe C : Rapport d'utilisation périodique - Offres à commandes</b>	<b>Reporting period :</b> <b>Période de déclaration:</b>	
<b>Standing Offer Number :</b> <b>le numéro de l'offre à commandes :</b>	<b>E60HP-21TOOL/A</b>	<b>Total Quarterly Revenue :</b> <b>Total des revenus trimestriels:</b>	<b>\$0.00</b>

[illegible]



Solicitation No. - N° de l'invitation  
E60HP-21TOOL/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
HP940

Client Ref. No. - N° de réf. du client  
E60HP-21TOOL

File No. - N° du dossier  
hp940.E60HP-21TOOL

CCC No./N° CCC - FMS No./N° VME

---

## **ANNEX “D” to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

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



## Call-up Against a Standing Offer Commande subséquente à une offre à commandes

Ship to - Expédier à

**To the supplier:** The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.

Billing Address - Adresse de facturation

☐ Same as Above  
Comme ci-dessus

**Au fournisseur :** L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commande seront fournis dans la commande subséquente à l'offre à commandes.

Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following numbers.

Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants

Vendor's Name and Address - Nom et adresse du fournisseur

Standing Offer No. - N° de l'offre à commandes

Call-up No. - N° de commandes subs

Amendment No. N° de modification	Previous Value (\$) Valeur précédente (\$)	Value of increase or decrease (\$) Valeur de l'augmentation ou diminution (\$)	Total estimated expenditures or revised Total des dépenses estimatives ou révisées
		\$0.00	\$0.00

Item No. N° de l'article	Item Description Description de l'article	U. of I. U. de d.	Quantity Quantité	Unit Price Prix unitaire \$	Extended Price Prix calculé \$
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Special Instructions - Instructions particulières

Total **\$0.00**

For further information, call - Pour renseignements supplémentaires, contacter

Name  
Nom

Telephone No.  
N° de téléphone

Email  
Courriel

Delivery required by  
Livraison requise le (Y-A-MM-D-J)

Authorized Signature - Signature autorisée  
(Mandatory - Obligatoire)

Date (Y-A-MM-D-J)



Standing Offer No. - N° de l'offre à commandes	Call-up No. - N° de commandes subs	Page of de
--	------------------------------------	------------------

[illegible]

Standing Offer No. - N° de l'offre à commandes	Call-up No. - N° de commandes subs	Page of de
--	------------------------------------	------------------

[illegible]

---

**ATTACHMENT**

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

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

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

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

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

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.  
The supplier must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

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

Yes

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

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

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

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

---

Aboriginal shall state that the person meets the eligibility criteria and that the information supplied is true and complete. This certification shall provide the person's consent to the verification of the information submitted.

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



---

## Appendix A Set-aside Program for Aboriginal Business

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

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

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