

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 0A1 / Noyau 0A1

Gatineau, Québec K1A 0S5

Bid Fax: (819) 997-9776

Request For a Standing Offer Demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Vehicles & Industrial Products Division

11 Laurier St./11, rue Laurier

7A2, Place du Portage, Phase III

Gatineau, Québec K1A 0S5

Title - Sujet Hand Tools - Outils à main	
Solicitation No. - N° de l'invitation E60HP-12TOOL/B	Date 2012-03-07
Client Reference No. - N° de référence du client E60HP-12TOOL	GETS Ref. No. - N° de réf. de SEAG PW-\$\$HP-921-59926
File No. - N° de dossier hp921.E60HP-12TOOL	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-04-17	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée	
Address Enquiries to: - Adresser toutes questions à: Falardeau, Guy	Buyer Id - Id de l'acheteur hp921
Telephone No. - N° de téléphone (819)956-0591 ()	FAX No. - N° de FAX (819)953-2953
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: As specified on each individual call-up document / Tel qu'indiqué sur chaque commande subséquente	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into six parts:

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 and states that the Offeror agrees to be bound by the clauses and conditions contained in all parts 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, the security requirement, if applicable, and the basis of selection;

Part 5: Certification: includes the certifications to be provided;

Part 6: 6A, Standing Offer, and 6B, Resulting Contract Clauses:

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

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

The Annexes include the List of Hand Tools, Firm Percentage Discounts, the Mandatory Quarterly Usage Report, Environmental Attributes, Manufacturers authorization letter template and the PSAB Certification form.

2. Summary

2.1 Requirement

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

It is anticipated that more than one NMSO will be issued containing the same or similar items. Identified Users are required to contact the Standing Offer holders and select the greatest discount satisfying the requirement.

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

The period for making call-ups against the Standing Offer is from 01 May 2012 to 30 April 2013, plus one (1) option year.

Trade Agreements: This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses.

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

3. Debriefings

After issuance of a standing offer, 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.

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" Hand Tools List directly, whether it be published or unpublished, it is the price suggested by the manufacturer for small quantity sales directly to the consumer. For this Standing Offer all Offerors must provide the same identical MSRP as created by the manufacturer.

PART 2 - OFFEROR INSTRUCTIONS

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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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).

2006 (2011-05-16) Standard Instructions - Request for Standing Offers - Goods or Services competitive requirements are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006 (2011-05-16), Standard Instructions - Request for Standing Offers - Goods or Services, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

2. Submission of Offers

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

3. Enquiries - Request for Standing Offers

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

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

4. Applicable Laws

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

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

5. Green Procurement

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

Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

If Offerors offer environmentally preferable products in their catalogue, such products should be easily identified with a logo.

6. Set-aside for Aboriginal Business

6.1 This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4 Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.

6.1.1 This procurement is set aside for Aboriginal business under the federal government's Set-aside Program for Aboriginal Business. Offerors must complete and sign the certification entitled "Certification Requirements for the Set-aside Program for Aboriginal Business" attached as Annex "F".

6.1.2. By executing the certification, the Offerer warrants that it is an Aboriginal business as defined in the Set-aside Program for Aboriginal Business.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Technical Offer (1 hard copy)

Section II: Green Procurement (1 hard copy)

Section III: Financial Offer (1 hard copy)

Section IV: Certifications Requirements (1 hard copy)

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

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

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

- 1) use paper containing fiber certified as originating from a sustainably-managed forest and/or 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.

Offerors must complete and submit with their offer, the following;

- Annex "A" Hand Tools List;
- A copy of the most recent Manufacturer's Suggested Retail Price (MSRP);

i. Condition of Material

Material supplied must be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the date of making the call-up

ii. Equivalent Products

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the RFSO will be considered where the Offeror:
 - (a) designates the brand name, model and/or part number of the substitute product;
 - (b) states that the substitute product is fully interchangeable with the item specified;
 - (c) provides complete specifications and descriptive literature for each substitute product;
 - (d) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the RFSO
 - (e) clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - (a) the offer fails to provide all the information requested to allow the Standing Offer Authority to fully evaluate the equivalency of each substitute product; or
 - (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the RFSO for that item.
3. In conducting its evaluation of the offers, Canada may, but will have no obligation to, request Offerors offering a substitute product to demonstrate, at the sole cost of Offerors, that the substitute product is equivalent to the item specified in the RFSO.

Section II: Green Procurement

Offerors should complete and submit with their offer, the following;

Annex "D" Environmental Attributes.

Section III: Financial Offer

Offerors must complete and submit their financial offer in accordance with the Annex "B" - Firm Percentage Discount.

2. SACC Clause

2.1 Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the offer non-responsive.

3. Payment by Credit Card

The Offeror is requested to complete one of the following:

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

The following credit card(s) are accepted:

VISA Yes _____ No _____

Master Card Yes _____ No _____

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

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

Section IV: Certifications Requirements

Offerors must submit the certifications required under Part 5 - Certifications

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Offers will be assessed in accordance with the entire requirement of the RFSO including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

1.1.1.1 Offerors must complete and submit with their offer Annex "A" Hand Tools List. Offerors must, at a minimum, offer the following:

- i) Three (3) of the Hand Tool Classes 5110, 5120, 5130, 5133, 5136, and 5140 identified in Annex "A" Hand Tools List;
- ii) 75% of the Item Descriptions within each of the Hand Tool Classes identified in Annex "A" Hand Tools List.
- iii) 50% of the Manufacturers within each of the Hand Tool Classes identified in Annex "A" Hand Tools List.

1.1.1.2 Offerors offering Equivalent Products must list them in Annex "A" Hand Tools List per item in the "other" section. In the event there is not enough room in Annex "A" Hand Tools List to list all Equivalent Products, the Offeror must list them in the same fashion as Annex "A" Hand Tools List in a separate document. The list of Equivalent Products either in Annex "A" Hand Tools List or in a separate document must be submitted with the offer and comply with the requirements in Part 3 Offer Preparation Instructions.

1.1.1.3 Offerors must submit with their offer the name and current contact information of the Manufacturer Contact Person for each manufacturer they identified in Annex "A" Hand Tools List. It is the Offerors' responsibility to obtain the cooperation of the manufacturer, to agree to, and select only one (1) Manufacturer Contact Person to represent the manufacturer's products for this

NMSO. The Manufacturer Contact Person must be the highest ranking authorized representative available.

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

- 1.1.1.4 Offerors must submit with their offer a completed Manufacturers Authorization Letter as per Annex "E" for each manufacturer identified in Annex "A" Hand Tools List. Facsimile versions will not be accepted.

The Manufacturers Authorization Letter template found at Annex "E" must not be modified and must be used in its entirety.

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

1.2 Financial Evaluation

- 1.2.1 Offerors must complete and submit with their offer Annex "B" Firm Percentage Discount.

Offerors must complete and submit with their offer, in the same fashion as Annex "B", a Firm Percentage Discount for the Equivalent Products being offered.

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.

2. Basis of Selection

- 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.
- 2.2 The Offerors with the three highest Firm Percentage Discounts per item description will be issued a Standing Offer.
- 2.3 In the event of identical Firm Percentage Discounts offered, the rank assigned to

each will be identical for that Manufacturer by product item description.

Sample Offer Evaluation:

To illustrate the ranking and selection process:

Offeror	Mfgr.	Item Description	MSRP	Discount	Rank
Alpha	Dalloz	Hammer	MSRP	50%	1
Bravo.	Dalloz	Hammer	MSRP	45%	2
Charlie	Dalloz	Hammer	MSRP	+10%	N/R
Delta	Dalloz	Hammer	MSRP	65%	N/R
Echo .	Dalloz	Hammer	MSRP	50%	1
Foxtrot	Dalloz	Hammer	MSRP	40%	3
Golf	Dalloz	Hammer	MSRP	35%	4

*N/R = Non Responsive

Offerors Selected:

Alpha	Dalloz	Hammer	Mfgr.Sugg.Retail Price	50%	1
Echo.	Dalloz	Hammer	MSRP	50%	1
Bravo.	Dalloz	Hammer	MSRP	45%	2

After assessment of responsiveness to the mandatory criteria, two offers were declared non-responsive. The remaining five valid offers were subsequently considered and ranked. Only those offers ranked #1, #2 or #3 will be issued a Standing Offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications Offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify Offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

1.1 Federal Contractors Program for Employment Equity - Certification

Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees.

Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

(a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

(b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

(c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

(d) () is subject to FCP, and has a valid certificate number as follows:
_____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

2. **Certifications Required with the Offer**

Offerors must submit the following duly completed certifications with their offer.

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

3. **Aboriginal Business Certification**

3.1 The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the Supply Manual.

3.2 The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.

3.3 Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

4. The Bidder:

- (i) certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- (ii) agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- (iii) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

4.1 The Bidder must check the applicable box below:

- (i) () The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

- (ii) () The Bidder 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.

4.2 The Bidder 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 Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder 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 Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Contracting Authority, the Bidder 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

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

- 1.1 The Offeror offers to fulfill the requirement in accordance with this National Master Standing Offer (NMSO)
- 1.2 This National Master Standing Offer (NMSO) is for the supply and delivery of Hand Tool including those Federal Stock Classes 5110, 5120, 5130, 5133, 5136, and 5140, as described in Annex "A" Hand Tools List on a national basis to all Government Departments, Agencies or Crown Corporations across Canada, on an "as and when requested" basis.

2. 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2011-05-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of this Standing Offer.

2.2 Standing Offers Reporting

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

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

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

The quarterly reporting periods are defined as follows:

1st quarter: May 01 to July 31;
2nd quarter: August 01 to October 31;
3rd quarter: November 01 to January 31;
4th quarter: February 01 to April 30.

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period. The Standing Offer Authority will issue only one (1) reminder to all Standing Offer holders, the first month following the award of a Standing Offer. Standing Offer holders understand that failure to comply with this requirement will have Canada set-aside their Standing Offer. Failure to provide fully completed quarterly reports in accordance with the above instructions may result in the setting aside of the Standing Offer and the application of a vendor performance corrective measure.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from 01 May 2012 to 30 April 2013.

3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional twelve (12) month period under the same conditions and at the rates or prices specified in Annex "B" Firm Percentage Discount.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for the option 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.

4. 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: April 1st

2nd submission: October 1st

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.

5 Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Guy Falardeau

Title: Supply Specialist

Public Works and Government Services Canada - Acquisitions Branch

LEFT Directorate, HP Division,

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

Telephone: 819 956-0591

Facsimile: 819 953-2953

E-mail address: guy.falardeau@pwgsc-tpsgc.gc.ca

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

5.2 Offeror's Representative

Name and telephone number of the person responsible for :

General Inquiries:

Name: _____

(to be completed by Offeror)

Telephone No. _____

Facsimile No. _____

E-mail address: _____

Delivery follow-up:

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

5.3 Manufacturer Contact person.

The Offeror identified with their offer in Annex "E"- Manufacturer Contact Person the name and current contact details for each manufacturers contact person. The manufacturer contact person must be the highest ranking authorized representative available. Canada reserves the right to verify the accuracy of the contact information provided for the Manufacturer Contact Person.

6. 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, IV and V of the Financial Administration Act, R.S.C. 1985, c. F-11.

7. Call-up Procedures

Multiple Standing Offers will be authorized for use. 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 there is more than one highest-ranked Offeror, the Identified User will award the call-up to the highest-rank Offeror who can deliver first. If the highest-rank Offeror is unable to meet the requirement, the Identified User will contact the next ranked Offeror. The Identified User will continue and proceed as above until one Offeror indicates that it can meet the requirement of the call-up. Call-ups are made based on the "right of first refusal" basis.

8. Call-up Instrument

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

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

9.1 Minimum Order

Individual call-up must have a minimum value of \$50.00 (GST/HST included) applicable to the total value of the call-up.

10. Priority of Documents

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

- (a) the call up against the Standing Offer, including any annexes;
- (b) articles of the Standing Offer;
- (c) the General Conditions 2005 (2011-05-16) - Standing Offers - Goods
- (d) General Conditions 2010A (2011-05-16) - Goods (Medium Complexity);
- (e) Annex "A" Hand Tools List
- (f) Annex "B" Firm Percentage Discount
- (g) Annex "C" Mandatory Quarterly Usage Reports
- (h) Annex "E" Manufacturers Authorization Letter
- (i) Annex "F" PSAB Certification form
- (j) the Offeror's offer dated: _____
- (k) Annex "D" Environmental Attributes

11. Certifications

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or that it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

12. 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.

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PART 6B - 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.

1. Requirement

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

2. Standard Clauses and Conditions

2.1 General Conditions.

2010A - Goods (Medium Complexity) - 2011-05-16;

Subsection 8 - Inspection and Acceptance of Work of 2010A (2011-05-16) is amended as follows:

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

3. Term of Contract

3.1 Delivery Date

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

3.2 Shipping instruction - Delivery at Destination

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

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

4. Payment

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 "B" 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), Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is 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.

4.2 SACC Manual Clauses

SACC Reference	Section	Date
C2000C	Taxes - Foreign-based Contractor	2007-11-30
C2605C	Canadian Customs Duty and Sales Tax	2008-05-12
C2608C	Canadian Customs Documentation	2007-11-30
H1001C	Multiple Payments	2007-11-30

4.3 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in Section 10 of 2010A (2011-05-16), General Conditions - Goods or Services (Medium Complexity).

1. Invoices must be distributed as follows:

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

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6. Insurance

SACC Manual clause G1005C 2008-05-12 Insurance

7. SACC Manual Clauses

SACC Reference	Section	Date
B7500C	Excess Goods	2006-06-16
D2000C	Marking	2007-11-30
D2001C	Labeling	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30

ANNEX "A" HAND TOOL LIST

Class 5110, Hand Tools, Edged, Nonpowered

Item Description	Manufacturer	Select/ Insert Manufacturer Offered
------------------	--------------	-------------------------------------

Axes	Garant	_____
	Plumb	_____
	Fuller	_____
	Other	Name: _____
		Name: _____

Blades, saw	Starrett	_____
	Cooper/Nicholson	_____
	Sandvick	_____
	Fuller	_____
	Stanley	_____
	Wood Miller	_____
	Cronatron	_____
	GH Factory	_____
	Kennametal/Greenfield	_____
	Black & Decker/Dewalt	_____
	Other	Name: _____
		Name: _____

Chisels	Fuller Tool	_____
	Stanley	_____
	Marples	_____
	Mayhew	_____
	Danaher/Armstrong	_____
	Stanley/Proto	_____
	J.H. Williams	_____
	Snap-On Tools	_____
	Gray Tools	_____
	Klein/Vaco	_____
	Other	Name: _____
		Name: _____

Item Description	Manufacturer	Select/ Insert Manufacturer Offered
------------------	--------------	-------------------------------------

Files, Hand	Grobet	_____
	Cooper/Nicholson/K&F	_____
	Wood Miller	_____
	Sandvik	_____
	Simonds	_____
	Warrensville	_____
	Other	Name: _____
		Name: _____
Plier cutters	Klein/Vaco	_____
	Stanley/Proto	_____
	Cooper/Diamond/Xcelite	_____
	Danaher/Armstrong	_____
	Gray Tools	_____
	J.H. Williams	_____
	Knipex	_____
	Channellock	_____
	Crescent	_____
Other	Name: _____	
	Name: _____	
Punch And Die, Knockout	Ridgid	_____
	Greenlee	_____
	Other	Name: _____
	Name: _____	
Rasp, hand	Wood Miller	_____
	Cooper/Nicholson	_____
	Warrensville	_____
	Other	Name: _____
	Name: _____	
Saws, hand	Stanley	_____
	Cooper/Nicholson	_____
	Fuller Tool	_____
	Cronatron	_____
	Westward	_____
	Danaher/Armstrong	_____
	Snap-On Tools	_____
	Gray Tools	_____

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Item Description	Manufacturer	Select/ Insert Manufacturer Offered
------------------	--------------	-------------------------------------

	Grobet	_____
	Other	Name: _____
		Name: _____
Scissors	Cooper/Wiss	_____
	Heritage Cutlery	_____
	Klein/Vaco	_____
	Other	Name: _____
		Name: _____
Scrapers	A. Richards	_____
	Stanley	_____
	Other	Name: _____
		Name: _____
Shears	Cooper/Wiss	_____
	Petersen Mfg	_____
	Danaher/Armstrong	_____
	Stanley/Proto	_____
	Gray Tools	_____
	Snap-On Tools	_____
	Clauss	_____
	Heritage Cutlery	_____
	Acme	_____
	Klein/Vaco	_____
	Other	Name: _____
		Name: _____

Class 5120, Hand Tools, Nonedged, Nonpowered

Item Description	Manufacturer	Manufacturer Offered
------------------	--------------	----------------------

Awls	Snap-On Tools	_____
	Klein/Vaco	_____
	Stanley	_____
	Other	Name: _____
		Name: _____

Bars: Crow, Pinch, Pry, Wrecking	Garant/Elgin	_____
	Danaher/Armstrong	_____
	Danaher/Allen	_____
	J.H. Williams	_____
	Gray Tools	_____
	Stanley/Proto	_____
	Holland	_____
	Plumb	_____
	Fuller Tool	_____
Other	Name: _____	
	Name: _____	

Bender Set, Tube	General	_____
	Ridgid	_____
	Imperial Clevit	_____
	Other	Name: _____
	Name: _____	

Brush, Wire	Gray Tools	_____
	Snap-On Tools	_____
	Felton	_____
	Other	Name: _____
	Name: _____	

Clamp, C, screw, plier, adjustable	Wilton/Hargrave	_____
	J.H. Williams	_____
	Fuller Tool	_____
	GH Factory	_____
	Gray Tools	_____
	Stanley/Proto	_____
	Snap-On Tools	_____
	Peterson	_____

Item Description	Manufacturer	Manufacturer Offered
------------------	--------------	----------------------

	American Tool	_____
	Other	Name: _____
		Name: _____
Extractor: tire valve, screw, stuffing box	Kennametal/Greenfield	_____
	Gray Tools	_____
	Dormer	_____
	Danaher/K.D. Tool	_____
	Stanley/Proto	_____
	J.H. Williams	_____
	Morse	_____
	Butterfield	_____
	Snap-On	_____
	Ridgid	_____
	CS Osborn	_____
	Albion Packing	_____
	Plews	_____
	Topring	_____
	Milton	_____
	Other	Name: _____
		Name: _____
Flaring Tool	Stanley/Proto	_____
	Snap-On	_____
	Other	Name: _____
		Name: _____
Igniters and flints	FlintsRonson	_____
	Shurlite Lighters	_____
	Cdn.liquid Air	_____
	Bernzomatic	_____
	Other	Name: _____
		Name: _____
Calking Gun	Newborn	_____
	Kenmar	_____
	Other	Name: _____
		Name: _____

Item Description	Manufacturer	Manufacturer Offered
Hammer, machinist, carpenter, demolition, drill, hand, sledge, welder	Danaher/Armstrong	_____
	Snap-On	_____
	J.H. Williams	_____
	Plumb	_____
	Garant/Elgin	_____
	Stanley/Proto	_____
	Gray Tools	_____
	Klein/Vaco	_____
	Snap-On	_____
	CS Osborn	_____
	Footprint	_____
	GH Factory	_____
	Fuller Tool	_____
	BNT/WILL	_____
	Atlas Welding	_____
	Jet	_____
	Lenco	_____
	MAC Tool	_____
	Other	Name: _____
		Name: _____
Handles, socket wrench, hammer, pick, shovel, axe	Fuller Tool	_____
	Danaher/Armstrong	_____
	Stanley/Proto	_____
	Gray Tools	_____
	J.H. Williams	_____
	Snap-On	_____
	Danaher/K-D Tool	_____
	Garant/Elgin	_____
	Cooper Tool	_____
	Klein/Vaco	_____
	CS Osborn	_____
	Cooper/Crescent	_____
	Other	Name: _____
		Name: _____
Hex Keys	Danaher/Armstrong/Allen	_____
	Bondhus	_____
	Snap-On	_____
	Stanley/Proto	_____

Item Description	Manufacturer	Manufacturer Offered
------------------	--------------	----------------------

	Gray Tools	_____
	Klein/Vaco	_____
	J.H. Williams	_____
	Cooper/Xcelite	_____
	Bristol	_____
	Other	Name: _____
		Name: _____
Holder, Sheet	Monogram	_____
Metal	Stanley/Proto	_____
	Snap-On	_____
	C&A	_____
	Monogram	_____
	Cal & Ass	_____
	Wedglock	_____
	Other	Name: _____
		Name: _____
Hook,	CS Osborn	_____
Material Handling	Garant/Elgin	_____
	Other	Name: _____
		Name: _____
Knife, drywall,	A. Richard	_____
Putty	Stanley	_____
Mallet, plastic,	Stanley/Proto	_____
Wood	Snap-On	_____
	ELG	_____
	CS Osborn	_____
	Other	Name: _____
		Name: _____
Mirror,	Stanley/Proto	_____
Inspection	Danaher/Armstrong	_____
	Gray Tools	_____
	Snap-On	_____
	Lenco	_____
	Ullman	_____
	Other	Name: _____
		Name: _____

Item Description	Manufacturer	Manufacturer Offered
Pliers, battery terminal, brake repair, chain, combination, utility, flat nose, needle nose, linesman, fence, jewelers, snap ring	Danaher/Armstrong	_____
	Gray Tools	_____
	Danaher/K-D Tool	_____
	Channellock	_____
	Knipex	_____
	Stanley/Proto	_____
	Fuller Tool	_____
	Cooper/Crescent	_____
	Klein/Vaco	_____
	J.H. Williams	_____
	Snap-On	_____
	Petersen	_____
	Grobet	_____
	Other	Name: _____ Name: _____
Puller, Fuse, lamp, mechanical	Ideal Electric	_____
	Danaher/K.D	_____
	Snap-On	_____
	Other	Name: _____ Name: _____
Punch, center, drive pin, solid taper alignment, automatic adjustable,	Wilton/Hargrave	_____
	Stanley/Proto	_____
	Gray Tools	_____
	Snap-On	_____
	L.S. Starrett	_____
	Mayhew	_____
	Wilton/Hargrave	_____
	General	_____
	Eclipse	_____
	Fowler	_____
	Other	Name: _____ Name: _____
Ratchets, socket wrenches, sockets	Fuller Tool	_____
	Danaher/Armstrong	_____
	Danaher/Allen	_____
	Stanley/Proto	_____
	Snap-On	_____

Item Description	Manufacturer	Manufacturer Offered
	Gray Tools	_____
	J.H. Williams	_____
	K-D Tool	_____
	Stahlwille	_____
	Hazet	_____
	Cooper	_____
	Apex	_____
	Owatonna	_____
	Other	Name: _____
		Name: _____
Retrieving tool, magnetic	Danaher/Armsrtong	_____
	Stanley/Proto	_____
	Gray Tools	_____
	Footprint	_____
	K.D. Tool	_____
	Snap-On	_____
	Other	Name: _____
		Name: _____
Riveter, hand	Black & Decker/Dewalt	_____
	Arrow	_____
	Brico	_____
	Marson Corp.	_____
	Other	Name: _____
		Name: _____
Screwstarter, Hand	Danaher/Armstrong	_____
	Snap-On	_____
	Stanley/Proto	_____
	Gray Tools	_____
	K-D Tool	_____
	Other	Name: _____
		Name: _____
Screwdriver, bits, bit sets, flat, Robertson, Phillips,	Gray Tools	_____
	Cooper/Crescent	_____
	Cooper/Xcelite	_____
	Klein/Vaco	_____
	Cluthe	_____

Item Description	Manufacturer	Manufacturer Offered
jewelers,	Snap-On	_____
	Task Tool	_____
	Spaenaur	_____
	Apex	_____
	Stanley/Proto	_____
	J.H. Williams	_____
	Signet	_____
	Irwin	_____
	Fuller Tool	_____
	Channel Lock	_____
	General Tool	_____
	Other	Name: _____ Name: _____
Scriber, Machinists Seizer, Soldering	General Tool	_____
	L.S. Starrett	_____
	Cooper/Xcelite	_____
	Klein/Vaco	_____
	Other	Name: _____ Name: _____
Shovels, round point, square, snow,	True Temper	_____
	Garant/Elgin	_____
	Other	Name: _____ Name: _____
Stethoscope, Mechanics	Snap-On Tools	_____
	Danaher/K.D	_____
	LIS	_____
	Gray Tools	_____
	Other	Name: _____ Name: _____
Tacker, staple, hammer type	Arrow	_____
	Bostitch	_____
	Other	Name: _____ Name: _____

Item Description	Manufacturer	Manufacturer Offered
------------------	--------------	----------------------

Trowel, Cement type	Richard	_____
	Goldblatt	_____
	Other	Name: _____
		Name: _____

Tweezers	Cooper/Xcelite	_____
	Grobet	_____
	Vigor	_____
	Cooper/Diamond/Crescent	_____
	Other	Name: _____
	Name: _____	

Vise, hand, Machinists	L.S. Starrett	_____
	Reed	_____
	J.H. Williams/Wilson	_____
	Ridgid	_____
	Warren	_____
Other	Name: _____	
	Name: _____	

Wrench, adjustable, box combination, impact, open, closed, open/closed, torque, pipe, spanner	Danaher/Armstrong	_____
	Stanley/Proto	_____
	Snap-On	_____
	MAC Tool	_____
	J.H. Williams	_____
	Gray Tools	_____
	Spaenaur	_____
	Klein/Vaco	_____
	General	_____
	Ridgid	_____
	Reed	_____
	Fuller Tool	_____
	Hazet	_____
	Gedore	_____
	Herbrand	_____
	Wilson	_____
	Other	Name: _____
	Name: _____	

Class 5130, Hand Tools, Power Driven

Item Description	Manufacturer	Manufacturer Offered
-------------------------	---------------------	-----------------------------

Gun, Glue, electric	Arrow Fasteners	_____
	Olympia	_____
	Snap-On	_____
	Other	Name: _____
		Name: _____

Grinders, angle, portable,	Black & Decker/Dewalt	_____
	Bosch	_____
	Milwaukee	_____
	Snap-on	_____
	Makita	_____
	Hitachi	_____
	Other	Name: _____
	Name: _____	

Saw, band, cordless, circular, reciprocating, jig,	Makita	_____
	Black & Decker/Dewalt	_____
	Bosch	_____
	Dewalt	_____
	Hitachi	_____
	Milwaukee	_____
	Other	Name: _____
	Name: _____	

Sanders, electric	Black & Decker/Dewalt	_____
	Bosch	_____
	Makita	_____
	Hitachi	_____
	Milwaukee	_____
	Dewalt	_____
	Other	Name: _____
	Name: _____	

Item Description	Manufacturer	Manufacturer Offered
------------------	--------------	----------------------

Hammer, demolition, Drill	Makita	_____
	Hitachi	_____
	Milwaukee	_____
	Dewalt	_____
	Other	Name: _____
		Name: _____

Drill and drill kits, electric, cordless, angle, impact,	Bosch	_____
	Dewalt	_____
	Hitachi	_____
	Makita	_____
	Snap-On Tools	_____
	Milwaukee	_____
	Other	Name: _____
		Name: _____

Nibblers and nibbler kits	Makita	_____
	Milwaukee	_____
	Dewalt	_____
	Other	Name: _____
		Name: _____

Routers and Planers	Bosch	_____
	Dewalt	_____
	Makita	_____
	Milwaukee	_____
	Other	Name: _____
		Name: _____

Wrench, impact, electric, cordless,	Snap-on Tools	_____
	Milwaukee	_____
	Makita	_____
	Bosch	_____
	Dewalt	_____
	Other	Name: _____
		Name: _____

Class 5133, Drill Bits, Counterbores and Countersinks

Item Description	Manufacturer	Manufacture Offered
------------------	--------------	---------------------

Bits, auger, screwdriver,	Irwin	_____
	Stanley/Proto	_____
	Other	Name: _____
		Name: _____

spade, masonry	Clarkson Osborn	_____
	Dormer	_____
	Black&Decker/Dewalt	_____
	Metabo	_____
	Milwaukee	_____
	Kennametal/Cle-line	_____
	Greenlee	_____
	Fuller Tool	_____
	Cluthe	_____
	Spae-Naur	_____
	Cooper/Xcelite	_____
	Klein/Vaco	_____
	Snap-On	_____
	Gray Tools	_____
	Jet	_____
	Danaher/Armstrong	_____
	American Tool	_____
	Protip	_____
	A.T.G	_____
	Apex	_____
Wera	_____	
Other	Name: _____	
	Name: _____	

Class 5133, Drill Bits, Counterbores and Countersinks

Drills, twist, countersinks	Clarkson Osborn	_____
	Kar	_____
	Kennametal/Cle-line	_____
	Kennametal/	
	Greenfield/Cleveland	_____
	Kennametal/	
	Greenfield/	
	ChicagoLatrobe	_____
	Dormer	_____
	Morse	_____
	Severance	_____
	General	_____
	Butterfield	_____
	Precision	_____
	Cronatron	_____
Other	Name: _____	
	Name: _____	

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Class 5136, Taps, Dies and Collets

Item Description	Manufacturer	Manufacturer Offered
Taps, dies and Collets	Kennametal/Greenfield	_____
	Morse	_____
	Union Butterfield	_____
	Dormer	_____
	Clarkson Osborn	_____
	Other	Name: _____ Name: _____

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Class 5140, Tool and Hardware Boxes

Item Description	Manufacturer	Manufacture Offered
------------------	--------------	---------------------

Tool belts	Klein/Vaco	_____
	Other	Name: _____
		Name: _____

Tool Boxes	SPG	_____
	Stanley/Beach	_____
	Stanley/Proto	_____
	Gray Tools	_____
	Klein/Vaco	_____
	Kennedy	_____
	Snap On	_____
	Waterloo	_____
	Mac Tools	_____
Other	Name: _____	
	Name: _____	

ANNEX "B"

FIRM PERCENTAGE DISCOUNT

Class 5110, Hand Tools, Edged, Nonpowered

01 May,2012

to

30 April,2013

Option Period

01 May,2013

to

30 April,2014

Item Description	Manufacturer	Manufacturer % Discount	Manufacturer % Discount
Axes	Garant	_____	_____
	Plumb	_____	_____
	Fuller	_____	_____
	Others: (Name)	_____	_____
	_____	_____	_____
Blades, saw	Starrett	_____	_____
	Cooper/Nicholson	_____	_____
	Sandvick	_____	_____
	Fuller	_____	_____
	Stanley	_____	_____
	Wood Miller	_____	_____
	Cronatron	_____	_____
	GH Factory	_____	_____
	Kennametal/Greenfield	_____	_____
	Black & Decker/Dewalt	_____	_____
	Others: (Name)	_____	_____
Chisels	Fuller Tool	_____	_____
	Stanley	_____	_____
	Marples	_____	_____
	Mayhew	_____	_____
	Danaher/Armstrong	_____	_____
	Stanley/Proto	_____	_____
	J.H. Williams	_____	_____
	Snap-On Tools	_____	_____
	Gray Tools	_____	_____

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CCC No./N° CCC - FMS No/ N° VME

Item Description	Manufacturer	Manufacturer % Discount	Manufacturer % Discount
------------------	--------------	-------------------------	-------------------------

	Klein/Vaco		
	Others: (Name)		
Files, Hand	Grobet		
	Cooper/Nicholson/K&F		
	Wood Miller		
	Sandvik		
	Simonds		
	Warrensville		
	Others: (Name)		
Knives and blades	A. Richard		
	Stanley		
	Fuller Tool		
	Cooper/Wiss		
	Olfa		
	Cooper/Xcelite		
	Wood Miller		
	X-Acto		
	General		
	Others: (Name)		
Plier cutters	Klein/Vaco		
	Stanley/Proto		
	Cooper/Diamond/Xcelite		
	Danaher/Armstrong		
	Gray Tools		
	J.H. Williams		
	Knipex		
	Channellock		
	Crescent		
	Others: (Name)		

Solicitation No. - N° de l'invitation

E60HP-12TOOL/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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

E60HP-12TOOL

File No. - N° du dossier

hp921E60HP-12TOOL

CCC No./N° CCC - FMS No/ N° VME

Item Description	Manufacturer	Manufacturer % Discount	Manufacturer % Discount
------------------	--------------	-------------------------	-------------------------

Punch And Die, Knockout	Ridgid		
	Greenlee		
	Others: (Name)		
Rasp, hand	Wood Miller		
	Cooper/Nicholson		
	Warrensville		
	Others: (Name)		
Saws, hand	Stanley		
	Cooper/Nicholson		
	Fuller Tool		
	Cronatron		
	Westward		
	Danaher/Armstrong		
	Snap-On Tools		
	Gray Tools		
	Grobet		
	Others: (Name)		

Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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

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File No. - N° du dossier

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CCC No./N° CCC - FMS No/ N° VME

Item Description	Manufacturer	Manufacturer % Discount	Manufacturer % Discount
------------------	--------------	-------------------------	-------------------------

Scissors	Cooper/Wiss	_____	_____
	Heritage Cutlery	_____	_____
	Klein/Vaco	_____	_____
	Others: (Name)		
	_____	_____	_____
Scrapers	A. Richards	_____	_____
	Stanley	_____	_____
	Others: (Name)		
	_____	_____	_____
	_____	_____	_____
Shears	Cooper/Wiss	_____	_____
	Petersen Mfg	_____	_____
	Danaher/Armstrong	_____	_____
	Stanley/Proto	_____	_____
	Gray Tools	_____	_____
	Snap-On Tools	_____	_____
	Clauss	_____	_____
	Heritage Cutlery	_____	_____
	Acme	_____	_____
	Klein/Vaco	_____	_____
	Others: (Name)		
	_____	_____	_____
	_____	_____	_____

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CCC No./N° CCC - FMS No/ N° VME

E60HP-12TOOL

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Class 5120, Hand Tools, Nonedged, Nonpowered

Item Description	Manufacturer	01 May,2012 to 30 April,2013		Option Period 01 May,2013 to 30 April,2014	
		Manufacturer	% Discount	Manufacturer	% Discount
Awls	Snap-On Tools				
	Klein/Vaco				
	Stanley				
	Others: (Name)				
Bars: Crow, Pinch,	Garant/Elgin				
	Others: (Name)				
Pry, Wrecking	Danaher/Armstrong				
	Danaher/Allen				
	J.H. Williams				
	Gray Tools				
	Stanley/Proto				
	Holland				
	Plumb				
	Fuller Tool				
	Others: (Name)				
Bender Set, Tube	General				
	Ridgid				
	Imperial Clevit				
	Others: (Name)				

Solicitation No. - N° de l'invitation

E60HP-12TOOL/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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

E60HP-12TOOL

File No. - N° du dossier

hp921E60HP-12TOOL

CCC No./N° CCC - FMS No/ N° VME

Item Description	Manufacturer	Manufacturer % Discount	Manufacturer % Discount
------------------	--------------	-------------------------	-------------------------

Brush, Wire	Gray Tools		
	Snap-On Tools		
	Felton		
	Others: (Name)		
Clamp, C, screw, plier, adjustable	Wilton/Hargrave		
	J.H. Williams		
	Fuller Tool		
	GH Factory		
	Gray Tools		
	Stanley/Proto		
	Snap-On Tools		
	Peterson		
	American Tool		
	Others: (Name)		
Extractor: tire valve, screw, stuffing box	Kennametal/Greenfield		
	Gray Tools		
	Dormer		
	Danaher/K.D. Tool		
	Stanley/Proto		
	J.H. Williams		
	Morse		
	Butterfield		
	Snap-On		
	Ridgid		
	CS Osborn		
	Albion Packing		
	Plews		
	Topping		
	Milton		
	Others: (Name)		

Solicitation No. - N° de l'invitation

E60HP-12TOOL/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

E60HP-12TOOL

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Item Description	Manufacturer	Manufacturer % Discount	Manufacturer % Discount
------------------	--------------	-------------------------	-------------------------

Flaring Tool	Stanley/Proto	_____	_____
	Snap-On	_____	_____
	Others: (Name)		
	_____	_____	_____
	_____	_____	_____

Igniters and flints	FlintsRonson	_____	_____
	Shurlite Lighters	_____	_____
	Cdn.liquid Air	_____	_____
	Bernzomatic	_____	_____
	Others: (Name)		
	_____	_____	_____
_____	_____	_____	

Item Description	Manufacturer	Manufacturer % Discount	Manufacturer % Discount
Calking Gun	Newborn	_____	_____
	Kenmar	_____	_____
	Others: (Name)	_____	_____
	_____	_____	_____
	_____	_____	_____
Hammer, machinist, carpenter, demolition, drill, hand, sledge, welder	Danaher/Armstrong	_____	_____
	Snap-On	_____	_____
	J.H. Williams	_____	_____
	Plumb	_____	_____
	Garant/Elgin	_____	_____
	Stanley/Proto	_____	_____
	Gray Tools	_____	_____
	Klein/Vaco	_____	_____
	Snap-On	_____	_____
	CS Osborn	_____	_____
	Footprint	_____	_____
	GH Factory	_____	_____
	Fuller Tool	_____	_____
	BNT/WILL	_____	_____
	Atlas Welding	_____	_____
	Jet	_____	_____
	Lenco	_____	_____
	MAC Tool	_____	_____
	Others: (Name)	_____	_____
	_____	_____	_____
	_____	_____	_____
Handles, socket wrench, hammer, pick, shovel, axe	Fuller Tool	_____	_____
	Danaher/Armstrong	_____	_____
	Stanley/Proto	_____	_____
	Gray Tools	_____	_____
	J.H. Williams	_____	_____
	Snap-On	_____	_____
	Danaher/K-D Tool	_____	_____
	Garant/Elgin	_____	_____
	Cooper Tool	_____	_____
	Klein/Vaco	_____	_____
	CS Osborn	_____	_____
	Cooper/Crescent	_____	_____

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	Others: (Name)		
	_____	_____	_____
	_____	_____	_____
Hex Keys	Danaher/Armstrong/Allen	_____	_____
	Bondhus	_____	_____
	Snap-On	_____	_____
	Stanley/Proto	_____	_____
	Gray Tools	_____	_____
	Klein/Vaco	_____	_____
	J.H. Williams	_____	_____
	Cooper/Xcelite	_____	_____
	Bristol	_____	_____
	Others: (Name)		
	_____	_____	_____
	_____	_____	_____
Holder, Sheet	Monogram	_____	_____
Metal	Stanley/Proto	_____	_____
	Snap-On	_____	_____
	C&A	_____	_____
	Monogram	_____	_____
	Cal & Ass	_____	_____
	Wedgelock	_____	_____
	Others: (Name)		
	_____	_____	_____
	_____	_____	_____
Hook,	CS Osborn	_____	_____
Material Handling	Garant/Elgin	_____	_____
	Others: (Name)		
	_____	_____	_____
	_____	_____	_____
Knife, drywall,	A. Richard	_____	_____
Putty	Stanley	_____	_____
Mallet, plastic,	Stanley/Proto	_____	_____
Wood	Snap-On	_____	_____
	ELG	_____	_____
	CS Osborn	_____	_____
	Others: (Name)		
	_____	_____	_____
	_____	_____	_____

Item Description	Manufacturer	Manufacturer % Discount	Manufacturer % Discount
------------------	--------------	-------------------------	-------------------------

Mirror, Inspection	Stanley/Proto		
	Danaher/Armstrong		
	Gray Tools		
	Snap-On		
	Lenco		
	Ullman		
	Others: (Name)		
Pliers, battery terminal, brake repair, chain, combination, utility, flat nose, needle nose, linesman, fence, jewelers, snap ring	Danaher/Armstrong		
	Gray Tools		
	Danaher/K-D Tool		
	Channellock		
	Knipex		
	Stanley/Proto		
	Fuller Tool		
	Cooper/Crescent		
	Klein/Vaco		
	J.H. Williams		
	Snap-On		
	Petersen		
	Grobet		
	Others: (Name)		
Puller, Fuse, lamp, mechanical	Ideal Electric		
	Danaher/K.D		
	Snap-On		
	Others: (Name)		
Punch, center, drive pin, solid taper alignment, automatic	Wilton/Hargrave		
	Stanley/Proto		
	Gray Tools		
	Snap-On		
	L.S. Starrett		

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Item Description	Manufacturer	Manufacturer % Discount	Manufacturer % Discount
------------------	--------------	-------------------------	-------------------------

adjustable,	Mayhew		
	Wilton/Hargrave		
	General		
	Eclipse		
	Fowler		
	Others: (Name)		
Ratchets, socket wrenchs, sockets	Fuller Tool		
	Danaher/Armstrong		
	Danaher/Allen		
	Sanley/Proto		
	Snap-On		
	Gray Tools		
	J.H. Williams		
	K-D Tool		
	Others: (Name)		
	Stahlwille		
	Hazet		
	Cooper		
	Apex		
	Owatonna		
	Others: (Name)		
Retrieving tool, magnetic	Danaher/Armsrtong		
	Stanley/Proto		
	Gray Tools		
	Footprint		
	K.D. Tool		
	Snap-On		
	Others: (Name)		

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E60HP-12TOOL/B

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File No. - N° du dossier

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CCC No./N° CCC - FMS No/ N° VME

Item Description	Manufacturer	Manufacturer % Discount	Manufacturer % Discount
------------------	--------------	-------------------------	-------------------------

Riveter, hand	Black & Decker/Dewalt		
	Arrow		
	Brico		
	Marson Corp.		
	Others: (Name)		
Screwstarter, Hand	Danaher/Armstrong		
	Snap-On		
	Stanley/Proto		
	Gray Tools		
	K-D Tool		
	Others: (Name)		
Screwdriver, bits, bit sets, flat, Robertson, Phillips, jewelers,	Gray Tools		
	Cooper/Crescent		
	Cooper/Xcelite		
	Klein/Vaco		
	Cluthe		
	Snap-On		
	Task Tool		
	Spaenaur		
	Apex		
	Stanley/Proto		
	J.H. Williams		
	Signet		
	Irwin		
	Fuller Tool		
	Channel Lock		
	L.S. Starrett		
	General Tool		
	Others: (Name)		
Scriber, Machinists	General Tool		
	L.S. Starrett		

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CCC No./N° CCC - FMS No/ N° VME

Item Description	Manufacturer	Manufacturer % Discount	Manufacturer % Discount
------------------	--------------	-------------------------	-------------------------

Seizer,	Cooper/Xcelite		
Soldering	Klein/Vaco		
Shovels,	True Temper		
round point,	Garant/Elgin		
square, snow	Others: (Name)		
Stethoscope,	Snap-On Tools		
Mechanics	Danaher/K.D		
	LIS		
	Gray Tools		
	Others: (Name)		
Tacker,	Arrow		
staple,	Bostitch		
hammer	Others: (Name)		
type			
Trowel,	Richard		
Cement	Goldblatt		
type	Others: (Name)		
Tweezers	Cooper/Xcelite		
	Grobet		
	Vigor		
	Cooper/Diamond/Crescent		
	Others: (Name)		
Vise, hand,	L.S. Starrett		
Machinists	Reed		
	J.H. Williams/Wilson		

Class 5130, Hand Tools, Power Driven

Item Description	Manufacturer	01 May,2012 to 30 April,2013		Option Period 01 May,2013 to 30 April,2014	
		Manufacturer	% Discount	Manufacturer	% Discount
Gun, Glue, electric	Arrow Fasteners				
	Olympia				
	Snap-On				
	Others: (Name)				
Grinders, angle, portable,	Black & Decker/Dewalt				
	Bosch				
	Milwaukee				
	Snap-on				
	Makita				
	Hitachi				
	Others: (Name)				
Saw, band, cordless, circular, reciprocating, jig,	Makita				
	Black & Decker/Dewalt				
	Bosch				
	Dewalt				
	Hitachi				
	Milwaukee				
	Others: (Name)				

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CCC No./N° CCC - FMS No/ N° VME

Item Description	Manufacturer	Manufacturer % Discount	Manufacturer % Discount
------------------	--------------	-------------------------	-------------------------

Sanders, electric	Black & Decker/Dewalt	_____	_____
	Bosch	_____	_____
	Makita	_____	_____
	Hitachi	_____	_____
	Milwaukee	_____	_____
	Dewalt	_____	_____
	Others: (Name)	_____	_____
Hammer, demolition, Drill	_____	_____	_____
	_____	_____	_____
	Makita	_____	_____
	Hitachi	_____	_____
	Milwaukee	_____	_____
	Dewalt	_____	_____
	Others: (Name)	_____	_____
Drill and drill kits, electric, cordless, angle, impact,	_____	_____	_____
	_____	_____	_____
	Bosch	_____	_____
	Dewalt	_____	_____
	Hitachi	_____	_____
	Makita	_____	_____
	Snap-On Tools	_____	_____
Nibblers and nibbler kits	Milwaukee	_____	_____
	Dewalt	_____	_____
	Others: (Name)	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
Routers and Planers	Bosch	_____	_____
	Dewalt	_____	_____
	Makita	_____	_____
	Milwaukee	_____	_____

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Item Description	Manufacturer	Manufacturer % Discount	Manufacturer % Discount
------------------	--------------	-------------------------	-------------------------

	Others: (Name)		

Wrench, impact, Snap-on Tools			
electric, cordless, Milwaukee			

Makita			
--------	--	--	--

Bosch			
-------	--	--	--

Dewalt			
--------	--	--	--

	Others: (Name)		

Class 5133, Drill Bits, Counterbores and Countersinks

Item Description	Manufacturer	01 May,2012 to 30 April,2013		Option Period 01 May,2013 to 30 April,2014	
		Manufacture	% Discount	Manufacture	% Discount
Bits, auger, screwdriver,	Irwin				
	Stanley/Proto				
	Others: (Name)				
spade, masonry	Clarkson Osborn				
	Dormer				
	Black&Decker/Dewalt				
	Metabo				
	Milwaukee				
	Kennametal/Cle-line				
	Greenlee				
	Fuller Tool				
	Cluthe				
	Spae-Naur				
	Cooper/Xcelite				
	Klein/Vaco				
	Snap-On				
	Gray Tools				
	Jet				
	Danaher/Armstrong				
	American Tool				
	Protip				
	A.T.G				
	Apex				
	Wera				
	Others: (Name)				
Drills, twist, countersinks	Clarkson Osborn				
	Kar				
	Kennametal/Cle-line				

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Item Description	Manufacturer	Manufacturer % Discount	Manufacturer % Discount
------------------	--------------	-------------------------	-------------------------

Kennametal/

Greenfield/Cleveland

Kennametal/

Greenfield/

ChicagoLatrobe

Dormer

Morse

Severance

General

Butterfield

Precision

Cronatron

Others: (Name)

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Class 5136, Taps, Dies and Collets

01 May,2012
to
30 April,2013

Option Period
01 May,2013
to
30 April,2014

Item Description	Manufacturer	Manufacturer % Discount	Manufacturer % Discount
-------------------------	---------------------	--------------------------------	--------------------------------

Taps, dies and Collets	Kennametal/Greenfield	_____	_____
	Morse	_____	_____
	Union Butterfield	_____	_____
	Dormer	_____	_____
	Clarkson Osborn	_____	_____
	Others: (Name)	_____	_____
	_____	_____	_____

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CCC No./N° CCC - FMS No/ N° VME

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Class 5140, Tool and Hardware Boxes

		Option Period 01 May,2013 to 30 April,2014	
		01 May,2012 to 30 April,2013	01 May,2013 to 30 April,2014
Item Description	Manufacturer	Manufacture % Discount	Manufacture % Discount
Tool belts	Klein/Vaco	_____	_____
	Others: (Name)	_____	_____
	_____	_____	_____
	_____	_____	_____
Tool Boxes	SPG	_____	_____
	Stanley/Beach	_____	_____
	Stanley/Proto	_____	_____
	Gray Tools	_____	_____
	Klein/Vaco	_____	_____
	Kennedy	_____	_____
	Snap On	_____	_____
	Waterloo	_____	_____
	Mac Tools	_____	_____
	Others: (Name)	_____	_____
	_____	_____	_____
	_____	_____	_____

ANNEX "D"

ENVIRONMENTAL ATTRIBUTES

1. PWGSC wants to understand how the industry has progressed in greening its own supply chain and operations and the goods and services it provides. Upcoming procurement solicitations will include evaluation criteria or contractual requirements related to the environment. PWGSC is currently gathering information so that it can consider appropriate environmental evaluation criteria and/or contractual requirements for immediate and future procurements..
2. As part of PWGSC's commitment to keep clients informed, specifically in the area of environmental attributes of products available on National Master Standing Offers, a completed Annex D - " Environmental Attributes," could be posted on the PWGSC Government Electronic Network (GENet).
3. In addition to completing Annex D, Offerors should submit information and substantiating documentation regarding their stated environmental initiatives, and the details of the environmental impact of the goods proposed in terms of overall environmental management, for example:
 - (1) Provide details of your policies and practices in relation to environmentally responsible manufacturing processes.
 - (2) Provide details of your policies and practices in relation to environmentally responsible waste disposal initiatives
 - (3) Provide details of your policies and practices in relation to waste reduction initiatives
 - (4) Provide details of your policies and practices in relation to packaging initiatives
 - (5) Provide details of your policies and practices in relation to re-use strategies.
 - (6) Provide details of your policies and practices in relation to recycling
4. Your firm should complete Table 1 - Recycled Content of Source Materials, identifying all major materials applicable to the products offered by your firm against this standing offer and their respective recycled content. The materials listed in the table are a representative sampling only.
5. Your firm should complete Table 2 - Recycled Content of Packaging Components, identifying all components applicable to the packaging required for the products offered by your

firm against this standing offer and their respective recycled content. An example of a completed table is provided for your information.

6. If your firm has a corporate environmental policy, you should submit a copy of this policy either on corporate letterhead, as corporate documentation or provide your firm's web site address where this information resides. In support of your firm's environmental policy you should provide documentation regarding the environmental principles referenced in your policy and details of the environmental policy and its impact in terms of overall environmental management.

7. If your facility has ISO 14001 certification, submit a copy of this certification.

8. If your facility has established a program for solid waste auditing, has prepared a waste reduction plan and has instituted a means to track progress towards waste reduction and diversion from disposal of materials such as metals, plastics, fabrics, wood, fiberglass, glass etc., a description of this program and or a copy of the most recent waste audit shall be submitted.

Table 1 - Recycled Content of Source Materials

Source Material	Component	Recycled content of Source Material by Weight *

* Based on averaging method for previous 12 months.

Sample of completed table 1

Source Material	Component	Recycled content of Source Material by Weight *
Steel	Structural, non -structural and all other components	25%

Table 2 - Recycled Content of Packaging Materials

Component Name	Material Name	Is it recycled material? If yes %	Is it recyclable after use?	Is it currently recycled in Canada?

Sample of completed table 2

Component Name	Material Name	Is it recycled material? If yes %	Is it recyclable after use?	Is it currently recycled in Canada?
box	cardboard	Yes 35%	Yes	Yes
label	Plastic/metal/glue	Yes 20%	80% as fuel only	No
staple	Galvanized steel	Yes 95%	Yes	Yes 95%
packer	polystyrene	No	No	No

DEFINITIONS

Recyclable product: a product, which after its intended use can demonstrably be diverted from the solid waste stream for use as a raw material in the manufacture of another product

Recycled material: material and byproducts that have been recovered or diverted from solid waste and that can be utilized in place of raw or virgin material in manufacturing a product. It is

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derived from post consumer recycled material, manufacturing waste, industrial scrap, agricultural waste and other waste material, but does not include material or byproducts generated from and commonly reused within an original manufacturing process.

Recycled product: a product containing recycled material.

Post consumer recycled material: only those products generated by a business or consumer which have served their intended end uses, and which have been separated or diverted from the solid waste stream.

Company Name: _____

Product Name / Series: _____

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

E60HP-12TOOL

Amd. No. - N° de la modif.

File No. - N° du dossier

hp921E60HP-12TOOL

Buyer ID - Id de l'acheteur

hp921

CCC No./N° CCC - FMS No/ N° VME

ANNEX "E" MANUFACTURERS AUTHORIZATION LETTER

Authorization Letters;
Template 1

MFGR authorizes Offeror

Department of Public Works and
Government Services Canada
Place du Portage Phase III,
11 Laurier St., 7A2
Gatineau, Quebec
K1A 1C9

Date

Attention: Guy Falardeau

Reference: E60HP-12TOOL/A

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-12TOOL/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 utilized "MSRP" as a pricing base point as indicated on the supplied common MSRP price list and guarantees that all Offerors will provide identical common MSRP for their product lines.

Manufacturers Contact Person:

Manufacturer:

Contact Name:

Title:

Telephone No.

Facsimile No.

E-mail address:

Best Regards,

[Signature]

Name of Highest Ranking

Authorized Representative

Title,

(Manufacturers Company Name)

Phone number

E-mail address

ANNEX "F"**PSAB CERTIFICATION FORM****GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT
THROUGH FEDERAL PROCUREMENT****REQUIREMENTS FOR THE SET-ASIDE PROGRAM
FOR ABORIGINAL BUSINESS**

Who is eligible?

An Aboriginal business, which can be:

- a band as defined by the Indian Act
- a sole proprietorship
- a limited company
- a co-operative
- a partnership
- a not-for-profit organization

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

OR

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

Are there any other requirements attached to bidders in the Set-Aside Program for Aboriginal Business? - Yes, three:

In respect of a contract, (goods, service or construction), on which a bidder is making a proposal which involves subcontracting, the bidder 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 bidder 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.

The bidder's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the bidder with information, substantiating its compliance with the Program, and authorize the bidder to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the bidder 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.

As part of its bid, the bidder 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 bidder shall be subject to one or more of the civil consequences set out in the certification and the contract.

How must the business prove that it meets the requirements?

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.

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.

What evidence may be required from the business?

Ownership and control

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.

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 for a list of the factors which may be considered by Canada.)

Employment and employees

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 thirty-three 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.

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 Revenue Canada purposes as well as information related to pension and other benefit plans.

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.

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.

Subcontracts

Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques.

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.

WHO IS AN ABORIGINAL PERSON FOR PURPOSES OF THE SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS?

An Aboriginal person is an Indian, Metis or Inuit who is ordinarily resident in Canada.

Evidence of being an Aboriginal person will consist of such proof as:

Indian registration in Canada

membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada

acceptance as an Aboriginal person by an established Aboriginal community in Canada

enrolment or entitlement to be enrolled pursuant to a comprehensive land claim agreement, or

membership or entitlement to membership in a group with an accepted comprehensive claim

Evidence of being resident in Canada includes a provincial or territorial driver's licence, a lease or other appropriate document.

For further information on the Set-Aside Program for Aboriginal Business, contact the Access to Federal Procurement Directorate in the Department of Indian Affairs and Northern Development at (819) 997-8383 or (819) 997-8746 or fax (819) 994-0445.

GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT THROUGH FEDERAL PROCUREMENT

CERTIFICATION REQUIREMENTS FOR THE SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

A bidder who submits, under this program, a bid or proposal in response to a solicitation must complete and submit this certification. Failure to submit this certification will result in the proposal's being found non-compliant.

1. (i) I, _____ (Name of duly authorized representative of business) hereby certify that _____ (Name of business) meets, and shall continue to meet throughout the duration of the contract, the requirements for this program as set out in the attached document entitled "Requirements for the Set-Aside Program for Aboriginal Business", which document I have read and understand.

(ii) The aforementioned business agrees to ensure that any subcontractor it engages with respect to the contract shall, if required, satisfy the requirements set out in "Requirements for the Set-Aside Program for Aboriginal Business."

(iii) The aforementioned business agrees to provide to Canada, immediately upon request, information to substantiate a subcontractor's compliance with this program.

PLEASE CHECK THE APPLICABLE BOXES IN 2 AND 3 BELOW

2. (i) The aforementioned business is an Aboriginal business which is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization, []

OR

(ii) The aforementioned business is a joint venture between two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business. []

3. The Aboriginal business or businesses have:

(i) fewer than six full-time employees []

OR

(ii) six or more full-time employees []

4. The aforementioned business agrees to immediately furnish to Canada, such evidence as may be requested by Canada from time to time, corroborating this certification. Such evidence shall be open to audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all

facilities for audits and to furnish information requested by Canada with respect to the certification.

5. It is understood that 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 aforementioned business.

6. Date

Signature

Place

Title (Duly authorized representative of business)

For:

Name of Business

The Set-Aside Program for Aboriginal Business

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

- Capital Stock and Equity Accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options
- Dividend policy and payments
- Existence of Stock Options to employees
- Different treatment of Equity transactions for Corporations, Partnerships, Joint Ventures, Community organizations, Cooperatives, etc.

-
- Examination of Charter Documents, i.e., corporate charter, partnership agreement, financial structure
 - Concentration of ownership or managerial control in partners, stockholders, officers trustees and directors based definition of duties
 - Principal occupations and employer of the officers and directors to determine who they represent, i.e. banker, vested ownerships
 - Minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction
 - Executive and employee compensation records for indication of level of efforts associated with position
 - Nature of the business in comparison with the type of contract being negotiated
 - Cash management practices, i.e., payment of dividends - preferred dividends in arrears
 - Tax returns to identify ownership and business history
 - Goodwill contribution/contributed asset valuation to examine and ascertain the Fair Market value of non cash capital contributions
 - Contracts with owners, officers and employees to be fair and reasonable
 - Stockholder authority, i.e. appointments of officers, directors, auditors
 - Trust agreements made between parties to influence ownership and control decisions
 - Partnership - allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios
 - Litigation proceedings over ownership
 - Transfer pricing from non-Aboriginal joint venturer
 - Payment of management or administrative fees
 - Guarantees made by the Aboriginal business
 - Collateral agreements

