

**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 PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet NMSO - HAND TOOLS	
Solicitation No. - N° de l'invitation E60HP-14TOOL/B	Date 2014-03-14
Client Reference No. - N° de référence du client E60HP-14TOOL	
GETS Reference No. - N° de référence de SEAG PW-\$\$HP-921-64858	
File No. - N° de dossier hp921.E60HP-14TOOL	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-04-24	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
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: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
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 Firm Percentage Discounts, the Mandatory Quarterly Usage Report, Environmental Attributes and the 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" Firm Percentage discount. .

It is anticipated that an NMSO will be issued for each manufacturer listed in Annex A Firm Percentage Discount for all Hand Tool Classes.

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

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

The period for making call-ups against the Standing Offer is from 01 May 2014 to 30 April 2015, 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" Firm Percentage Discount directly, whether it be published or unpublished, it is the price suggested by the manufacturer for small quantity sales directly to the consumer. For this Standing Offer all Offerors must provide the same identical MSRP as created by the manufacturer.

PART 2 - OFFEROR INSTRUCTIONS

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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2014-03-01) 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 (2014-03-01), Standard Instructions - Request for Standing Offers - Goods or Services, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

1.1 SACC Manual Clauses

M1004T	Condition of Material	2011-05-16
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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 "E".

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- 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: Financial Offer (1 hard copy)

Section III: Certifications Requirements (1 hard copy)

Section IV: Green Procurement (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 8.5 x 11 inch (216 mm x 279 mm) 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.

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment identified in **Part 6B - RESULTING CONTRACT CLAUSES**, at **Clause 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.

1. SACC Clause

1.1 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.

2. 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 III: Certifications

Offerors must submit the certifications required under Part 5.

Section IV: Green Procurement

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

Annex "C" Environmental Attributes.

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" Firm Percentage Discount.

1.1.1.2 Offerors must complete and submit with their offer, the Manufacturers Authorization Letter as per Annex "D", that includes the name and current contact information of the Manufacturer Contact Person for each manufacturer selected in Annex "A" Firm Percentage Discount list. Facsimile versions will not be accepted.

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.

1.1.1.3 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 The purpose of the financial evaluation is to determine the aggregate percentage discount, based on the information submitted in Annex A - Percentage Discount Offered.

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.

1.2.3 Aggregate percentage discount calculation.

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

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

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 Offeror with the highest aggregate Firm Percentage Discounts per Manufacturer, within each class, will be issued a Standing Offer.

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

- a) The Offeror with the highest Discount Offered for the firm year will be selected for that manufacturer; if still identical;

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

PART 5 - CERTIFICATIONS

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, 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 may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

1. Certifications Required Precedent to Issuance of a Standing Offer

1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada-Labour's website.

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

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 Required with the Offer**

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".

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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" Firm Percentage Discount list, on a national basis to all Government Departments, Agencies or Crown Corporations across Canada, on an "as and when requested" basis.

2. Security Requirement

There is no security requirement applicable to this Standing Offer.

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

3.1 General Conditions

2005 (2014-03-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of this Standing Offer.

3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods 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 "B" Mandatory Quarterly Usage Reports. If some data is not available, the reason must be indicated. If no goods 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. 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.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from 01 May 2014 to 30 April 2015.

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 twelve (12) month period under the same conditions and at the rates or prices specified in Annex "A" 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.

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 1st

For Option Period (if exercised)

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.

6. Authorities

6.1 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.

6.2 Offeror's Representative

Name and telephone number of the person responsible for :

General Inquiries:

Name: _____ (to be completed by Offeror)

Telephone No. _____

Facsimile No. _____

E-mail address: _____

Delivery follow-up:

Name: _____ (to be completed by Offeror)

Telephone No. _____

Facsimile No. _____

E-mail address: _____

6.3 Manufacturer Contact person.

The Offeror must identify with their offer, in Annex "D" - 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.

7. Identified Users

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

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.

9. Call-up Instrument

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

10. 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).

10.1 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.

11. Priority of Documents

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

- (a) the call up against the Standing Offer, including any annexes;
- (b) articles of the Standing Offer;
- (c) General Conditions 2005 (2014-03-01) - Standing Offers - Goods or Services
- (d) General Conditions 2010A (2014-03-01), General Conditions - Goods (Medium Complexity).
- (e) Annex "A" Firm Percentage Discount
- (f) Annex "B" Mandatory Quarterly Usage Reports
- (g) Annex "C" Environmental Attributes
- (h) Annex "D" Manufacturers Authorization Letter
- (i) Annex "E" PSAB Certification form
- (j) the Offeror's offer dated: _____

12. Certifications

12.1 Compliance

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

12.2 Federal Contractors Program for Employment Equity - Setting aside

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

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.

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.

General Conditions 2010A (2014-03-01), General Conditions - Goods or Services (Medium Complexity).

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 "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), 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
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 (2014-03-01), General Conditions - Goods or Services (Medium Complexity).

1. Invoices must be distributed as follows:

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

6. 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

8. Federal Contractors Program for Employment Equity - Default by the Contractor

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

ANNEX "A"**HAND TOOLS****FIRM PERCENTAGE DISCOUNT**

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

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

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

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

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

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

5110 Hand Tools, Edged, Nonpowered

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

MANUFACTURER	Firm Period	Option Period
	01 May 2014 to 30 April 2015	01 May 2015 to 30 April 2016
	Manufacturer's % Discount	Manufacturer's % Discount
Ames True Temper		
Black & Decker		
Channellock		
Cooper Tools		
Cornwell Tools		
Crescent		
Fuller Tools		
Garant		
Gearwrench/KD Tools		
Gerber Gear		
Gray Tools		
Klein		
MAC Tools		
Matco Tools		
Nicholson		
Ridgid		
Snap-On Tools		
Stanley/Proto		

5120 Hand Tools, Nonedged, Nonpowered

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

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

MANUFACTURER	Firm Period	Option Period
	01 May 2014 to 30 April 2015	01 May 2015 to 30 April 2016
	Manufacturer's % Discount	Manufacturer's % Discount
Ames True Temper		
Black & Decker		
Channellock		
Cooper Tools		
Cornwell Tools		
Crescent		
Fuller Tools		
Garant		
Gearwrench/KD Tools		
Gerber Gear		
Gray Tools		
Klein		
MAC Tools		
Matco Tools		
Nicholson		
Ridgid		
Snap-On Tools		
Stanley/Proto		
Wera Tools		

5130 Hand Tools, Power Driven

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

MANUFACTURER	Firm Period	Option Period
	01 May 2014 to 30 April 2015	01 May 2015 to 30 April 2016
	Manufacturer's % Discount	Manufacturer's % Discount
Black & Decker		
Bosch		
Chicago Pneumatic		
DeVilbiss		
Dewalt		
Delta Machinery		
Dremel		
Hitachi		
Ingersol Rand		
Makita		
Matco Tools		
Metabo		
Milwaukee		
Porter Cable		
Skil		
Snap-On Tools		
Stanley/Proto		

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5133 Drill Bits, Counterbores, and Countersinks: Hand and Machine

MANUFACTURER	Firm Period	Option Period
	01 May 2014 to 30 April 2015	01 May 2015 to 30 April 2016
	Manufacturer's % Discount	Manufacturer's % Discount
Black&Decker		
Bosch		
Clarkson Osborn		
Dormer Tool		
Greenfield		
Kennametal		
LS Starrett		
Morse		
OSG Taps and Dies		
Sandvik		
Snap-On Tools		
Union Butterfield		

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5136 Taps, Dies, and Collets; Hand and Machine

Excludes ;Punching, Stamping, and Marking Dies.

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MANUFACTURER	Firm Period	Option Period
	01 May 2014 to 30 April 2015	01 May 2015 to 30 April 2016
	Manufacturer's % Discount	Manufacturer's % Discount
Black & Decker	<hr/>	<hr/>
Bosch	<hr/>	<hr/>
Clarkson Osborn	<hr/>	<hr/>
Dewalt	<hr/>	<hr/>
Dormer	<hr/>	<hr/>
Greenfield	<hr/>	<hr/>
Kennametal	<hr/>	<hr/>
LS Starrett	<hr/>	<hr/>
Morse	<hr/>	<hr/>
OSG Taps and Dies	<hr/>	<hr/>
Sandvik	<hr/>	<hr/>
Snap-On Tools	<hr/>	<hr/>
Union Butterfield	<hr/>	<hr/>

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5140 Tool and Hardware Boxes

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

MANUFACTURER	Firm Period	Option Period
	01 May 2014 to 30 April 2015	01 May 2015 to 30 April 2016
	Manufacturer's % Discount	Manufacturer's % Discount
Dewalt	_____	_____
Gearwrench	_____	_____
Gray Tools	_____	_____
Kenedy (Cornwell)	_____	_____
Klein	_____	_____
Kuny's	_____	_____
MAC Tools	_____	_____
Matco Tools	_____	_____
Rousseau Metal	_____	_____
Snap-On Tools	_____	_____
SPG International	_____	_____
Stanley/Proto	_____	_____
Waterloo	_____	_____
Westward	_____	_____

ANNEX "C"

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 C - " Environmental Attributes," could be posted on the PWGSC Government Electronic Network (GENet).
3. In addition to completing Annex C, 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 derived from post consumer recycled material, manufacturing waste, industrial scrap, agricultural

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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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ANNEX "D"

MANUFACTURERS AUTHORIZATION LETTER

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-14TOOL/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-14TOOL/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 "E"**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, which can be:

- a band as Aboriginal business 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

GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT
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ATTESTATION EMPLOYER-EMPLOYEE SET-ASIDE PROGRAM FOR BUSINESSES ABORIGINAL

1. I, the undersigned _____, am owner and (or)
full-time employee of (company name) _____, and

Aboriginal as defined in the document entitled "Requirements for Set-Aside Program for
Aboriginal Business."

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

Date:

Signature of the owner and (or) the employee