

**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**

Industrial Vehicles &amp; Machinery Products Division

11 Laurier St./11, rue Laurier

7B1, Place du Portage, Phase III

Gatineau

Québec

K1A 0S5

|   |  |
|---|--|
| <b>Title - Sujet</b><br>NMSO TIRES FOR PURSUIT VEHICLES   |  |
| <b>Solicitation No. - N° de l'invitation</b><br>E60HS-13PURT/A  | <b>Date</b><br>2013-07-19  |
| <b>Client Reference No. - N° de référence du client</b><br>E60HS-13PURT   | <b>GETS Ref. No. - N° de réf. de SEAG</b><br>PW-\$\$HS-626-63136                 |
| <b>File No. - N° de dossier</b><br>hs626.E60HS-13PURT   | <b>CCC No./N° CCC - FMS No./N° VME</b>   |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2013-08-29</b>  | <b>Time Zone</b><br><b>Fuseau horaire</b><br>Eastern Daylight Saving<br>Time EDT |
| <b>Delivery Required - Livraison exigée</b><br>See Herein   |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Authier, Carolle   | <b>Buyer Id - Id de l'acheteur</b><br>hs626                                      |
| <b>Telephone No. - N° de téléphone</b><br>(819)956-3961 ( )   | <b>FAX No. - N° de FAX</b><br>(819)956-5227                                      |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br><br>Specified Herein<br>Précisé dans les présentes                           |  |
| <b>Security - Sécurité</b><br>This request for a Standing Offer does not include provisions for security.<br>Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité. |  |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

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

- |        |  |
|--------|--|
| Part 1 | General Information: provides a general description of the requirement;  |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;  |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;  |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided;  |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and   |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:  |
|        | 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;   |
|        | 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.   |

The Annexes include Annex A - Statement of Requirement, Annex B - Technical, Pricing and Discounts from Published Price List, Annex C - Distribution Points List, Annex D - Usage Reports and Annex E - Federal Contractors Program for Employment Equity - Certification.

### 2. Summary

The requirement is to establish a National Master Standing Offer (NMSO) for all Federal Government Departments, for a period of 12 months, for the procurement of tires for pursuit rated vehicles, excluding installation and maintenance, in accordance with Annex A - Statement of Requirement, Annex B - Technical, Pricing and Discounts from Published Price List, Annex C - Distribution Points List, Annex D - Usage Reports and Annex E - Federal Contractors Program for Employment Equity - Certification.

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The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

### **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.

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## 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).

The 2006 (2013-06-01) 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, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

#### 1.1 SACC Manual Clauses

### 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.

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

### 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

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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.

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## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **1. Offer Preparation Instructions**

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

First page of the Request for Proposal signed by the bidder or an authorized representative of the Bidder (1 signed copy)

Section I: Technical Offer one (1) hard copy and one (1) soft copy on CD.

Section II: Financial Offer one (1) hard copy and one (1) soft copy on CD

Section III: Certifications one (1) hard copy

Section IV: Additional Information one (1) hard copy

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

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 fibre 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.

**Section II: Financial Offer**

Offerors must submit their financial offer in accordance with Annex B - Technical, pricing and discounts from Published Price List.

The Offeror must submit firm prices, rates or both that will apply for the entire period of the Standing Offer. The total amount of Applicable Taxes must be shown separately, if applicable.

**1.1 SACC Manual Clauses**

| SACC Reference | Title                     | Date       |
|----------------|---------------------------|------------|
| C3011T         | Exchange Rate Fluctuation | 2010/01/11 |

**1.2 Payment by Credit Cards**

Canada requires that Offerors accept the following credit cards:

- (a) Government of Canada Fleet cards (ARI)
- (b) The following credit card(s) are accepted:  
VISA \_\_\_\_\_  
Master Card \_\_\_\_\_

**Section III: Certifications**

Offerors must submit the certifications required under Part 5.

**Section IV: Additional Information**

Canada requests that bidders submit the following information:

**1. Delivery Lead Time**

The normal delivery lead time is as follows:

Lead Time: (to be inserted by PWGSC)

**2. Offeror's Representatives**

Canada requests that Offerors provide the following information:

**General enquiries**

Name: \_\_\_\_\_

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

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

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

**Delivery follow-up**

Name: \_\_\_\_\_

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

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

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

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

### **1. Evaluation Procedures**

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

#### **1.1. Technical Evaluation**

##### **1.1.1 Mandatory Technical Evaluation Criteria**

###### **1.1.1.1 Mandatory Proof of Compliance**

Offerors must submit the following with their bid:

Offerors must provide certifications required at Annex A - Statement of Requirement, for tires offered.

Offerors must complete the Technical section of the table at Annex B - Technical, Pricing and Discounts from Published Price List and Annex C - Distribution Points List.

Offerors must provide, with their bid, proof of compliance of the tire performance as detailed in Part 5, article 2.2.

#### **1.2 Financial Evaluation**

Offerors must complete the Pricing section of the table at Annex B - Technical, Pricing and Discounts from Published Price List.

The offer must be in firm prices, in Canadian dollars, FCA Free Carrier at Contractor's Canadian facility or Contractor's Canadian distribution points, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, Applicable Taxes extra, Environmental, Disposal, and/or Provincial Tire Stewardship Charges extra.

### **2. Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation and financial criteria to be declared responsive. All responsive offers will be recommended for issuance of a standing offer.

## **PART 5 - CERTIFICATIONS**

Offerors must provide the required certifications and documentation 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 a bid non-responsive, or will declare a contractor in default, if any certification made by the Offeror is found to be untrue whether during the bid evaluation period or during the Standing Offer period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Standing Offer.

### **1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer**

#### **1.1 Code of Conduct and Certifications - Related documentation**

By submitting a bid, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

### **2. Additional Certifications Precedent to Issuance of a Standing Offer and Certifications required with the Offer**

#### **2.1 Additional Certifications Precedent to Issuance of a Standing Offer**

The certifications listed below should be completed and submitted with the bid, 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 requirement within that time period will render the bid non-responsive.

##### **2.1.1 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website

Canada will have the right to declare a bid non-responsive 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 a Standing Offer.

Canada will also have the right to terminate the Standing Offer for default if a Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Standing Offer.

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

## **2.2 Additional Certifications Required with the Offer**

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

### **2.2.1 Product Conformance**

The Offeror certifies that all the proposed tires conform, and will continue to conform throughout the duration of the Standing Offer and any resulting contract, to all technical specifications of the Statement of Requirement and Mandatory Requirement.

This certification does not relieve the Offeror from meeting all mandatory technical evaluation criteria detailed in Part 4.

\_\_\_\_\_  
Offeror's authorized representative

\_\_\_\_\_  
Signature

### **2.2.2 Certifications of Conformity**

We hereby certify that the Tires will be supplied in accordance with the Canadian Motor Vehicles Safety Standards.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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## **PART 6 - SECURITY AND FINANCIAL REQUIREMENTS**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Financial Capability**

SACC Manual clause M9033T (2011/05/16) Financial Capability

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## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

The Offeror offers to provide tires for pursuit rated vehicles, excluding installation and maintenance, in accordance with Annex A - Statement of Requirement, Annex B - Technical, Pricing and Discounts from Published Price List, Annex C - Distribution Points List, Annex D - Usage Reports and Annex E - Federal Contractors Program for Employment Equity - Certification.

#### 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 (2012/11/19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the 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 Government of Canada Fleet Cards and other credit cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex D - 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: September 1 to November 30;
- 2nd quarter: December 1, to February 29;
- 3rd quarter: March 1 to May 31;
- 4th quarter: June 1 to August 31.

The data must be submitted to the Standing Offer Authority no later than ten (10) calendar days after the end of the reporting period.

### 3. Term of Standing Offer

#### 3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from October 1, 2013 to September 30, 2014.

### 4. Authorities

#### 4.1 Standing Offer Authority

The Standing Offer Authority is:

**Carolle Authier**

Supply Specialist

Public Works and Government Services Canada

Acquisitions Branch

Logistics, Electrical, Fuel and Transportation Directorate

"HS" Division

Place du Portage, Phase III, 7B1

11 Laurier Street

Gatineau, QC K1A 0S5

Telephone: 819-956-3961

Facsimile: 819-956-5227

E-mail address: carolle.authier@pwgsc-tpsgc.gc.ca

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

#### 4.2 Offeror's Representatives

**General enquiries**

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

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

**Delivery follow-up**

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

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



## 5. Identified Users

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

## 6. Call-up Procedures

Orders to supply shall be made using form *PWGSC-TPSGC 942, Call-up Against a Standing Offer* which will be issued to the Contractor's name, care of the dealer or local outlet, or by using Government of Canada Fleet card (ARI), Visa or Mastercard.

The Identified Users authorized to make call-ups against the Standing Offer must order from the lowest priced supplier, unless any of the following conditions can be supported:

- a) When mixing of types and sizes affects safety or raises safety concerns;
- b) The lowest priced supplier cannot meet the client delivery due to "stock out" conditions;
- c) If the lowest priced manufacturer's dealer/outlet is more than fifty (50) kilometres from the client location - this only applies when installation of the tires is required;
- d) When lower fuel consumption will result from using a tire that carries the EcoLogo symbol.
- e) Replenishing warehouse stock.

## 7. 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* or by using Government of Canada Fleet cards, Visa or Mastercard.

## 8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes, Environmental, Disposal, and/or Provincial Tire Stewardship Charges included). All individual call-ups against the standing offer exceeding \$40,000.00 (Applicable Taxes included) must be forwarded to PWGSC for authorization.

## 9. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;

- 
- c) 2005 (2012/11/19), General Conditions - Standing Offers - Goods or Services
  - d) 2010A (2013/04/25) General Conditions - Medium Complexity - Goods
  - e) Annex B - Technical, Pricing and Discounts from Published Price List;
  - f) Annex C - Distribution Points List;
  - g) Annex D - Usage Reports;
  - h) the Offerer's offer dated \_\_\_\_\_

## 10. Certifications

### 10.1 Compliance

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 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.

### 10.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and HRSDC-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 HRSDC will constitute the Offeror in default as per the terms of the Standing Offer.

## 11. Applicable Laws

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

## B. RESULTING CONTRACT CLAUSES

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 (2013/04/25), General Conditions - Medium Complexitiy - Goods, apply to and form part of the Contract.

### 3. Term of Contract

#### 3.1 Delivery Date

Delivery must be completed within **(to be inserted by PWGSC)** calendar days after reception of the Call-Up against the Standing Offer.

### 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 firm prices, in Canadian dollars, FCA Free Carrier at Contractor's Canadian facility or Contractor's Canadian distribution points, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, Applicable Taxes extra, Environmental, Disposal, and/or Provincial Tire Stewardship Charges extra.

#### 4.2 SACC Manual Clauses

| SACC Reference | Title                           | Date       |
|----------------|---------------------------------|------------|
| C2000C         | Taxes - Foreign-Base Contractor | 2007/11/30 |
| C6000C         | Limitation of Price             | 2011/05/16 |
| H1001C         | Multiple Payments               | 2008/05/12 |

#### 4.3 Payment by Credit Card

The following credit cards are accepted: **(to be inserted by PWGSC)**.

## 5. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

a) the original and one (1) copy must be forwarded to the consignee for certification and payment.

b) one (1) copy must be forwarded or emailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 6. SACC Manual Clauses

| <b>SACC Reference</b> | <b>Title</b>  | <b>Date</b> |
|-----------------------|---|-------------|
| A9006C                | Defence Contract ( <b>for DND only</b> )  | 2012/07/16  |
| C2800C                | Priority Rating   | 2013/01/28  |
| C2801C                | Priority Rating - Canadian-based Contractors  | 2011/05/16  |
| D2025C                | Wood Packaging Materials  | 2008/12/12  |
| D5545C                | ISO 9001:2008 - Quality Management Systems - Requirements (QAC C) ( <b>for DND only</b> ) | 2010/08/16  |
| D6010C                | Palletization   | 2007/11/30  |
| D9002C                | Incomplete Assemblies   | 2007/11/30  |
| G1005C                | Insurance   | 2008/05/12  |
| W0002D                | Delivery Requirements Outside a CLCSA   | 2000/12/01  |

## 7. Shipping Instructions

Delivery is to be FCA Free Carrier at Contractor's Canadian facility and Contractor's Canadian distribution points, Incoterms 2000. Transportation beyond this point will be the responsibility of the consignee.

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## ANNEX A - STATEMENT OF REQUIREMENT

### Introduction

Canada has a requirement to purchase replacement tires and winter tires for its diverse pursuit rated fleet excluding installation and maintenance. As officer and public safety is of primary concern, Canada will purchase tires from manufacturers that have demonstrated competence in the police pursuit rated tire field via vehicle manufacturer endorsement, and or independent testing from any one of the following agencies in North America: Michigan State Police Vehicle Test and Evaluation Program, Los Angeles County Sherriff's Department Testing, or California Highway Patrol Vehicle Testing.

### Requirements

Canada has a requirement for tires and winter tires for pursuit rated vehicles, excluding installation and maintenance.

Offerers must:

1. a) provide certification that the tires offered are supplied by the vehicle manufacturer as OE ( Original Equipment) and / or have been recognized as pursuit vehicle replacement tires via successful completion of the Michigan State Police Vehicle Testing or Los Angeles county Sherriff's Department Testing or California Highway Patrol Testing.
- b) in the case of new tire offerings for pursuit rated vehicles that are made available in the market place between actual testing from one of the aforementioned agencies, the offerer must certify that these offerings have been constructed using the same standards and internal testing as their current approved offerings for Pursuit rated vehicles.
- c) certify that their winter tire offerings are designed exclusively for winter use on Pursuit rated vehicles and are manufactured to similar standards as their all-season pursuit tire offerings.
2. As per Annex B, provide a list showing which tires are destined as fitment on each of the model(s) of pursuit rated vehicles.
3. Have a network of Canadian distribution points, such as but not limited to dealer networks or outlets, from which tires can be ordered and acquired.
4. The tires for Pursuit rated vehicles must be manufactured within two (2) years from date of production.



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## **ANNEX C - DISTRIBUTION POINTS LIST**

*\*Must include Name, Address, and telephone number.*

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## ANNEX D - USAGE REPORTS

*Please submit the information requested in a spreadsheet (ie. excel, lotus 123).*

*The spreadsheet must contain the following information:*

Usage Report for Standing Offer - E60HS-13PURT

Reporting Period: \_\_\_\_\_

Company Name: \_\_\_\_\_

| Date of Call-Up/ Order | Call-Up Number | Place of delivery (City and Province) | Name of Department | Credit Card Yes/no | Brand, Model and Size of Tire | Quantity | Total dollar amount EXCLUDING ALL TAXES |
|------------------------|----------------|---------------------------------------|--------------------|--------------------|-------------------------------|----------|---|
|                        |                |                                       |                    |                    |                               |          | \$                                      |
|                        |                |                                       |                    |                    |                               |          | \$                                      |
|                        |                |                                       |                    |                    |                               |          | \$                                      |
|                        |                |                                       |                    |                    |                               |          | \$                                      |
|                        |                |                                       |                    |                    |                               |          | \$                                      |
|                        |                |                                       |                    |                    |                               |          | \$                                      |
|                        |                |                                       |                    |                    |                               |          | \$                                      |
| Grand Total:           |                |                                       |                    |                    |                               |          | \$                                      |



## **ANNEX E - Federal Contractors Program for Employment Equity - Certification**

I, the Offeror, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare an Offeror in default, if a certification is found to be untrue, whether during the bid evaluation period or during the Standing Offer period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Standing Offer.

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

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

Complete both A and B.

### A. Check only one of the following:

☐ A1. The Offeror certifies having no work force in Canada.

☐ A2. The Offeror certifies being a public sector employer.

☐ A3. The Offeror certifies being a federally regulated employer being subject to the Employment Equity Act.

☐ A4. The Offeror certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Offeror has a combined workforce in Canada of 100 or more employees; and

☐ A5.1. The Offeror certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

☐ A5.2. The Offeror certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to Standing Offer award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

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**B. Check only one of the following:**

☐ B1. The Offeror is not a Joint Venture.

OR

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