



Solicitation No. - N° de l'invitation

E60HS-15MILT/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hs597E60HS-15MILT

Buyer ID - Id de l'acheteur

hs597

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

E60HS-15MILT

CCC No./N° CCC - FMS No/ N° VME

---

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

## TABLE OF CONTENTS

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

- 1.1 Introduction
- 1.2 Summary
- 1.3 Abbreviations
- 1.4 Debriefings

### **PART 2 - OFFEROR INSTRUCTIONS**

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Offers
- 2.3 Enquiries - Request for Standing Offers
- 2.4 Applicable Laws
- 2.5 Environmental Considerations

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

- 3.1 Offer Preparation Instructions

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

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

- 5.1 Certifications Required with the Offer
- 5.2 Certifications Required Precedent to Issuance of a Standing Offer and additional information

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

- 6.1 Security Requirement
- 6.2 Financial Capability

### **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

#### **A. STANDING OFFER**

- 7.1 Offer
- 7.2 Standard Clauses and Conditions
- 7.3 Term of Standing Offer
- 7.4 Authorities
- 7.5 Identified Users
- 7.6 Call-up Procedures
- 7.7 Call-up Instrument
- 7.8 Limitation of Call-ups
- 7.9 Priority of Documents
- 7.10 Certifications
- 7.11 Applicable Laws

Solicitation No. - N° de l'invitation  
E60HS-15MILT/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
hs597

Client Ref. No – No de réf du client  
E60HS-15MILT

File No – No du dossier  
hs597E60HS-15MILT

CCC No/No CCC – FMS No/No VME

---

## **B. RESULTING CONTRACT CLAUSES**

- 7.1 Statement Requirement
- 7.2 Standard Clauses and Conditions
- 7.3 Term of Contract
- 7.4 Payment
- 7.5 Invoicing Instructions
- 7.6 SACC Manual Clauses
- 7.7 Shipping Instructions

### **List of Annexes:**

- Annex A – Technical, Pricing and Discounts from Published Price List
- Annex B – Distribution Points List
- Annex C – Usage Reports

## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: 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 – Technical, Pricing and Discounts from Published Price List, Annex B – Distribution Points List and Annex C – Usage Reports.

### 1.2 Summary

The requirement is to establish a National Master Standing Offer (NMSO) for all Federal Government Departments, for a period of twelve (12) months, for the procurement of specialized military vehicle tires, and tubes, pneumatic for the following NSN and vehicles:

NSN	Description (Size / Tire)	VEHICLE
2610-20-004-6872	325/85R16 XML Tire Assy <b>(With Mounting Kit)</b>	Coyote / Bison
2610-21-921-5546	9.00R16 XZL Tire Assy	LSVW / 850 KG TLR
2610-01-612-5107	395/85R20 XML LRG Tire Assy	LAV 6.0
2610-20-004-5954	12.00R20 XML Tire Assy <b>(With Mounting Kit)</b>	LAV III
2610-21-911-1068	14.00R20 XZL Tire Assy	HLVW / AHSVS
2610-01-434-8732	285/70R19.5 X TE2 Tire Assy	Trailers, HET & FDRS
2610-21-912-5892	395/85R20 XZL	HLVW / AHSVS / HESV / MSVS

---

2610-01-334-2694	16.00R20 XZL Tire Assy	Buffalo / Cougar
2610-21-913-1787	24R21 XZL	Truck, Crash Fire Rescue
2530-01-621-2773	Tire & Wheel Assy, Airless	Skid Steer Loaders
5330-01-393-5434	O-Ring, Wheel Assy	AHSVS
2610-21-900-4916	Lubrican, Tire & Rim	All.
	395/85 r20XZL2	TAV 1

and (excluding tires and tubes for aircraft, commercial and pursuit tires and excluding installation and maintenance, and in accordance with Annex A – Technical, Pricing and Discounts from Published Price List.

The annual estimated usage is 17,500 specialized military tires and is only an approximation of requirements given in good faith and do not represent Canada's actual requirement.

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), the Canada-Columbia Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Panama Free Trade Agreement (CPFTA) and the Agreement on Internal Trade (AIT).

### 1.3 Abbreviations

LAV = light assault vehicle  
LSVW = light support vehicle wheeled  
HLVW = heavy logistic vehicle wheeled  
AHSVS = armoured heavy support vehicle system  
HESV = heavy engineering support vehicle  
MSVS = Medium Support Vehicle System  
TAV = Tactical Armoured Vehicle

### 1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within fifteen (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.

## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The 2006 (2015-07-03) 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

### **2.2 Submission of Offers**

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated 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.

### **2.3 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 question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

### **2.4 Applicable Laws**

The Standing Offer and any 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.

### **2.5 Environmental Considerations**

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. Environmental performance

Solicitation No. - N° de l'invitation  
E60HS-15MILT/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
hs597

Client Ref. No – No de réf du client  
E60HS-15MILT

File No – No du dossier  
hs597E60HS-15MILT

CCC No/No CCC – FMS No/No VME

---

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. In accordance with the Policy on Green Procurement, for this solicitation:

The successful offeror will be requested, after issuance of the standing offer, to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority thereby reducing printed material. Offerors should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.

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

### **3.1 Offer Preparation Instructions**

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

First page of the Request for Standing Offer signed by the offeror or an authorized representative of the offeror (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.

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

Canada requests that Offerors follow the format instructions described below in the preparation of 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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

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

#### **Section I: Technical Offer**

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

#### **Offerors should:**

Describe how they will provide any specialized tires not normally available through regular Canadian distribution points (ie. Limited availability tires will be available directly through the manufacturer).

#### **3.1.1 Equivalent Products**

- 1. Products that are equivalent in form, fit, function, quality and performance to the item(s) specified in the Request for Standing Offer will be considered where the Bidder:

- (a) designates the brand name and model and/or part number of the substitute product;

- 
2. Products offered as equivalent in form, fit, function, quality and performance will not be considered if:
- (a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the Request for Standing Offer for that item.
3. In conducting its evaluation of the offers, Canada may, but will have no obligation to, request offerors offering a substitute product to provide technical information demonstrating the equivalency (e.g. Drawing, specifications, engineering reports and/or test reports), or to demonstrate that the substitute product is equivalent to the item specified in the Request for Standing Offer, at the sole cost of offerors, within three (3) business days (or other delay specified herein) of the request. If the offeror fails to provide the requested information within the specified delay, Canada may declare the offer non-responsive.

The Offerors should provide a list of tires for each NSN and vehicles.

NSN	VEHICLE
2610-20-004-6872	Coyote / Bison
2610-21-921-5546	LSVW / 850 KG TLR
2610-01-612-5107	LAV 6.0
2610-20-004-5954	LAV III
2610-21-911-1068	HLVW / AHSVS
2610-01-434-8732	Trailers, HET & FDRS
2610-21-912-5892	HLVW / AHSVS / HESV / MSVS
2610-01-334-2694	Buffalo / Cougar
2610-21-913-1787	Truck, Crash Fire Rescue
2530-01-621-2773	Skid Steer Loaders
5330-01-393-5434	AHSVS
2610-21-900-4916	All.
	TAV 1

### Abbreviations

LAV = light assault vehicle  
LSVW = light support vehicle wheeled  
HLVW = heavy logistic vehicle wheeled  
AHSVS = armoured heavy support vehicle system  
HESV = heavy engineering support vehicle  
MSVS = Medium Support Vehicle System  
TAV = Tactical Armoured Vehicle

### Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment specified at Part 7B and with Annex A – Technical, pricing and discounts from Published Price List. The total amount of Applicable Taxes must be shown separately.

The offeror must submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

---

### 3.1.1 Payment by Credit Card

Canada requests that Offerors complete one of the following:

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

The following credit card(s) are accepted:

VISA \_\_\_\_\_  
Master Card \_\_\_\_\_

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.

### 3.1.2 SACC Manual Clauses

SACC Reference	Title	Date
C3011T	Exchange Rate Fluctuation	2013-11-06

### Section III: Certifications

Offerors must submit the certifications required under Part 5.

### Section IV: Additional Information

Canada requests that Offerors provide the following information:

#### Offerors Representatives

##### General enquiries

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

##### Delivery follow-up

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

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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

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

Offerors must complete the Technical section of the table at Annex A – Technical, Pricing and Discounts from Published Price List and Annex B – Distribution Points List with their offer.

##### **Offerors must:**

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 and a central billing system. A hard copy and an electronic copy of all Canadian distribution points must be provided before issuance of a standing offer (see Annex B – Distribution Points List).

##### **4.1.1.2 Equivalent Products**

Offerors proposing an equivalent product must provide with their offer, all the information as detailed in Part 3, Section 1, - Equivalent Products to be considered for evaluation.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

Offerors must complete the Pricing section of the table at Annex A - 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 point, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, Applicable Taxes extra and Environmental, Disposal, and/or Provincial Tire Stewardship Charges extra.

The Offeror must provide a hard copy of their current published price list and applicable discounts for tires with its proposal and an electronic copy must be provided within seven (7) days of issuance of a standing offer (see Annex A - Technical, Pricing and Discounts from published price list).

### **4.2 Basis of Selection**

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

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Offer**

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

#### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-iff/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-iff/formulaire-form-eng.html>), to be given further consideration in the procurement process.

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

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

##### **5.1.2.1 Certification of Conformity**

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

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

\_\_\_\_\_  
Date

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

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

#### **5.2.1 Integrity Provisions – List of Names**

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

Solicitation No. - N° de l'invitation  
E60HS-15MILT/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
hs597

Client Ref. No – No de réf du client  
E60HS-15MILT

File No – No du dossier  
hs597E60HS-15MILT

CCC No/No CCC – FMS No/No VME

---

### **5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list ([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 [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.

Solicitation No. - N° de l'invitation  
E60HS-15MILT/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
hs597

Client Ref. No – No de réf du client  
E60HS-15MILT

File No – No du dossier  
hs597E60HS-15MILT

CCC No/No CCC – FMS No/No VME

---

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

### **6.1 Security Requirement**

There is no security requirement associated with this requirement.

### **6.2 Financial Capability**

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

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

The Offeror offers to provide tires for specialized military vehicle tires and tubes, pneumatic, excluding tires and tubes for aircraft, commercial and pursuit tires and excluding installation and maintenance, in accordance with Annex A - Technical, Pricing and Discounts from Published Price List, Annex B – Distribution Point List and Annex C – Usage Reports.

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

##### **7.2.1 General Conditions**

2005 (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **7.2.2 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, including those paid for by a Government of Canada Fleet Cards and other credit cards.

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

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

### **7.3 Term of Standing Offer**

#### **7.3.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from issuance of the Standing Offer to **To be inserted by PWGSC.**

### **7.4 Authorities**

#### **7.4.1 Standing Offer Authority**

The Standing Offer Authority is:

Chantal Bourassa  
Supply Officer

Public Works and Government Services Canada  
Acquisitions Branch  
Industrial Vehicles, Machinery Products & Logistics Division  
Address: 11, Laurier Street  
PdP Phase III, 7<sup>th</sup> floor, room 63  
Telephone: 819-956-6763  
Facsimile: 819-956-5227  
E-mail address: chantal.bourassa@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.

#### 7.4.2 Offeror's Representative

##### General enquiries

Name: (to be inserted by PWGSC) \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

##### Delivery follow-up

Name: (to be inserted by PWGSC) \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### 7.5 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.

#### 7.6 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; and
- e) Replenishing warehouse stock.

### 7.7 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, etc. Or by using Government of Canada Fleet cards, Visa or Mastercard.

### 7.8 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, Environmental, Disposal, and/or Provincial Tire Stewardship Charges included) must be forwarded to PWGSC for authorization.

### 7.9 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) the general conditions 2005 (2015-09-03, General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2015-09-03);
- e) Annex A, Technical, Pricing and Discounts from Published Price List;
- f) Annex B, Distribution Points List;
- g) Annex C, Usage Reports;
- h) the Offeror's offer dated **(to be inserted by PWGSC)** \_\_\_\_\_ "as amended on.

### 7.10 Certifications

#### 7.10.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional 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 additional 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.

### 7.11 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.

### **7.1 Statement of Requirement**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

2010A (2015-07-03), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

### **7.3 Term of Contract**

#### **7.3.1 Delivery Date**

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

### **7.4 Payment**

#### **7.4.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm 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.

#### **7.4.2 SACC Manual Clauses**

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

#### **7.4.3 Payment by Credit Card**

The following credit card(s) is (are) accepted: **(to be inserted by PWGSC)**.

### **7.5 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 address shown on page 1 of the Contract for certification and payment.
  - b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 7.6 SACC Manual Clauses

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
A9006C	Defence Contract (for DND only)	2012-07-16
B7500C	Excess Goods	2006-06-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian-based Contractors	2011-05-16
D2025C	Wood Packaging Materials	2013-11-06
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C) (for DND only)	2010-08-16
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2008-05-12
W0002D	Delivery Requirements Outside a CLCAs	2000-12-01

## 7.7 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.



Solicitation No. - N° de l'invitation  
E60HS-15MILT/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
hs597

Client Ref. No – No de réf du client  
E60HS-15MILT

File No – No du dossier  
hs597E60HS-15MILT

CCC No/No CCC – FMS No/No VME

---

## **ANNEX B – DISTRIBUTION POINTS LIST**

*“Must include Name, Address, and telephone number*

**ANNEX C - 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-15MILT**

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
							\$
							\$
							\$
							\$
							\$
							\$
							\$
<b>Grand Total:</b>							<b>\$</b>