



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des
soumissions - TPSGC

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau, Québec K1A 0S5

Bid Fax: (819) 997-9776

LETTER OF INTEREST

LETTRE D'INTÉRÊT

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Industrial Vehicles & Machinery Products Division

11 Laurier St./11, rue Laurier

7B1, Place du Portage, Phase III

Gatineau

Québec

K1A 0S5

Title - Sujet NMSO - PURSUIT TIRES	
Solicitation No. - N° de l'invitation E60HS-16PURT/A	Date 2016-06-30
Client Reference No. - N° de référence du client E60HS-16PURT	GETS Ref. No. - N° de réf. de SEAG PW-\$\$HS-597-71191
File No. - N° de dossier hs597.E60HS-16PURT	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-08-05	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Bourassa, Chantal	Buyer Id - Id de l'acheteur hs597
Telephone No. - N° de téléphone (873) 469-3362 ()	FAX No. - N° de FAX (819) 956-5227
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

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 – PURPOSE AND NATURE OF THE RFI

1.1 Purpose of the RFI

Public Services and Procurement Canada (PSPC) is launching this Request for Information (RFI) in order to seek information and feedback from industry with regard to Part 4 - Draft Request for Standing Offer (RFSO) for tires for pursuit rated vehicles, excluding installation and maintenance.

The purpose of this Request for Information (RFI) is to achieve the following:

- a) Provide industry with an early opportunity to assess, comment and suggest changes to the RFSO;
- b) Determine the capability of industry to satisfy the requirements;
- c) Obtain industry feedback on any issues that would impact their ability to bid on the resulting solicitation and/or deliver on the department's requirements;
- d) Gather industry knowledge, expertise and recommendations with regard to best practices that would increase the success of the solicitation and/or identify any risks that would impact the solicitation;
- e) Enhance competition, access and fairness of the resulting solicitation; and
- f) Inform industry and the government to ensure that the formal RFSO solicitation process moves forward efficiently and has a high probability of successfully establishing National Master Standing Offers (NMSOs) for tires for pursuit rated vehicles, excluding installation and maintenance.

Respondents are requested to provide answers and feedback related to Part 3 – Draft Departmental Procurement Strategy, Part 4 – Draft Request For Standing Offer and Part 5 – Questions to industry which contains questions for specific information being sought by the department.

1.2 Nature of the RFI

This is not a bid solicitation. This RFI will not result in issuance of any NMSO or the award of any contract. As a result, potential suppliers of any goods or services described in this RFI should not reserve stock or facilities, nor allocate resources, as a result of any information contained in this RFI. Nor will this RFI result in the creation of any source list. Therefore, whether or not any potential supplier responds to this RFI, this will not preclude that supplier from participating in any future procurement. Also, the procurement of any of the goods and services described in this RFI will not necessarily follow this RFI. This RFI is simply intended to solicit information and feedback from industry with respect to the matters described in this RFI.

Nothing in this RFI will be construed as a commitment from PSPC to issue a solicitation for this requirement. PSPC may use non-proprietary information provided in this review and/or in the preparation of any formal solicitation document.

PSPC will not be bound by anything stated herein and reserves the right to change at any time, any or all parts of the requirement, as it deems necessary. PSPC also reserves the right to revise its procurement approach, as it considers appropriate, either based upon information submitted in response to this RFI or for any other reason it deems appropriate.

PART 2 – RESPONSE INSTRUCTIONS AND INFORMATION

2.1 Nature and Format of Responses Requested

The department's current view of its requirement for tires for pursuit rated vehicles, excluding installation and maintenance the characteristics of the supply solution it is currently contemplating, and the technical requirements are all detailed in Part 3 of this RFI.

The department is seeking input and responses to specific questions (refer to Part 5 – Question to Industry) covering important elements of the requirement prior to proceeding with finalizing its procurement strategy.

Respondents are invited to provide comments regarding the content of Part 3 and related requirements included in this RFI by completing and returning the electronic format of Part 5 – Question to Industry. Respondents should explain any assumptions they make in their interpretation of the requirements.

2.2 Response Costs

PSPC will not reimburse any respondent for expenses incurred in responding to this RFI.

2.3 Treatment of Responses

2.3.1 Use of Responses

Responses will not be formally evaluated. The responses received may be used by PSPC to develop or modify procurement strategies or any draft documents contained in this RFI. PSPC will review all responses received by the RFI closing date. PSPC may, in its discretion, review responses received after the RFI closing date.

2.3.2 Review Team

A review team composed of representatives of PSPC will review the responses. PSPC reserves the right to hire any independent consultant, or use any Government resources that it considers necessary to review any response. Not all members of the review team will necessarily review all responses.

2.3.3 Confidentiality

Respondents should indicate and mark any portions of their response that they consider proprietary or confidential. PSPC will handle these portions in a confidential manner in accordance with the Access to Information Act of Canada.

2.3.4 Follow-up Activity

PSPC may, at its discretion, contact any respondents to follow up with additional questions or for clarification of any aspect of a response. PSPC may, at its discretion agree to meet with respondents to provide respondents with the opportunity to present and/or demonstrate their capabilities in relation to this RFI.

Respondents' presentations are at no obligation to PSPC and respondents will be responsible for all costs associated with PSPC's invitation to make a presentation.

2.4 Contents of this RFI

This RFI contains a draft procurement strategy including draft technical requirements and respondents should anticipate that clauses or requirements may be added to or deleted from any resulting bid solicitation that may be published by PSPC in the future. Comments regarding any aspect of this RFI are requested. This RFI also contains specific questions addressed to the industry.

2.4.1 Historical & Volumetric Data

The data contained within this RFI is being provided to respondents purely for information purposes. Although it represents the best information currently available to PSPC, there is no guarantee that the data is complete or free from error.

2.5 Format of Responses

2.5.1 Response preparation

PSPC requests that respondents submit their responses electronically in MS Word, PDF or compatible formats. Responses can be provided by email. Medium such as CD, DVD or USB key are acceptable. Hardcopy responses will also be accepted but is not the preferred option.

2.5.2 Response content

The first page of each document of the response provided should contain:

- a) The RFI number
- b) The name of the company that the respondent's is representing;
- c) The title, the name and the contact information of the respondent's; and,
- d) The date of submission of the documents.

All pages should be identified with the company's name along with page numbers.

2.6 Enquiries

PSPC will not necessarily respond to enquiries in writing or by circulating answers to all potential suppliers as this is not a solicitation process. However, respondents with questions regarding this RFI may direct their enquiries to the Standing Offer Authority named below:

Name: Chantal Bourassa
Title: Supply Officer
Division: Industrial Vehicles, Machinery Products and Logistics Division - HS

Address: Public Services and Procurement Canada
PDP III 7B1
11 Rue Laurier
Gatineau, Quebec K1A 0S5
Canada

Telephone: 873-469-3362
Email: chantal.bourassa@tpsgc-pwgsc.gc.ca

2.7 Submission of Responses

2.7.1 Time and Place for Submission of Responses

Suppliers interested in providing a response should deliver it electronically or by mail to the attention of the Standing Offer Authority by the time and the date on page 1 of the RFI to the address indicated in Part 2 section 2.6.

2.7.2 Responsibility for Timely Delivery

Each respondent should ensure its response is delivered on time to the correct email address or location.

2.8 Security Requirements

There are no security requirements associated with responding to this RFI. Any future procurement actions undertaken in support of this requirement will not require a government security clearance.

2.9 Official Languages

Responses to this RFI are requested to be presented in either of the Official Languages of Canada.

2.10 Consultation

Following the RFI and the responses received, the following schedule be utilized as a baseline:

- One on One sessions (if required)

PSPC will not reimburse any respondent for expenses incurred in relation to the attendance of any of the above sessions.

PART 3 – DRAFT DEPARTMENTAL PROCUREMENT STRATEGY

3.1 Introduction

In an effort to streamline the procurement of tires for pursuit rated vehicles, excluding installation and maintenance for PSPC and its clients, Canada is intending to issue National Master Standing Offers (NMSOs) to procure for tires for pursuit rated vehicles, excluding installation and maintenance .

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). All responsive offers will be recommended for issuance of a standing offer.

Identified Users :

- The Federal 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 and III, of the Financial Administration Act, R.S., 1985, c. F-11.
- The Provincial/Territorial Identified Users authorized to make call-ups against the Standing Offer including Municipal, Academic, Institutions, Schools and Hospitals Sector (MASH)

The Offerors must supply the tires for pursuit rated vehicles, excluding installation and maintenance to Identified Users of the Government of Canada across the country, on an as-and-when requested basis.

The resulting (Standing Offer/Contract) is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be submitted to the Department of PSPC for individual processing.

The period of the NMSO is of twelve (12) months, from the date of issuance of the Standing Offer.

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).

3.2 Background

It is part of PSPC's mandate to plan, execute and manage the procurement of certain Goods and Services on behalf of Identified Users who will be authorized to use the NMSO to fulfill their requirements for tires for pursuit rated vehicles, excluding installation and maintenance.

The preferred method of supply is a Standing Offer (SO). A SO is a procurement instrument much like a catalog with pre-determined pricing. It allows Identified Users (almost all Canadian Federal Government Departments and possibly some provinces and territories) to order tires for pursuit rated vehicles, excluding installation and maintenance. The purpose of a SO is to streamline the procurement process by awarding one SO to an Offeror from which multiple call-ups (technical term for orders, subsequent contracts) may be placed. Each NMSO holder may receive several orders throughout the term of the NMSO.

3.3 Draft Request for Standing Offer

The contractual and technical documents that would form part of a future solicitation are included in Part 4 – Draft RFSO. Respondents are asked to read each document carefully in order to identify potential issues to be addressed, either by answering a related question or by submitting additional comments.

3.3.1 Draft Request for Standing Offer Terms and Conditions

The Terms and Conditions of the draft Request for Standing Offer (RFSO) document can be found in the Part 4. The instructions on how to submit an offer, the technical and financial evaluation procedures as well as the NMSO and Subsequent Contract terms and conditions are outlined in this document.

3.3.2 Technical Documents

The Annex A – Statement of Requirement outline the technical requirements for each category. The statement of requirement description outlines in detail each individual technical requirement of all material sought by Canada.

3.3.3 Request for Standing Offer – Annexes

Annex A – Statement of Requirement;

Annex B – Technical, Pricing and Discounts from Published Price List will be completed by an Offeror and will be part of the Standing Offer – other format will be accepted;

Annex C – Distribution Points List will be completed by an Offeror and will be part of the Standing Offer – other format will be accepted;

Annex D – Quarterly Usage Reports will be completed by an Offeror and will be part of the Standing Offer – other format will be accepted;

Annex E – Call-up Document for Provincial/Territorial Identified User;

Annex F – General Conditions 2009 – Standing Offer – Goods or Services – Authorized Users;

Annex G – General Conditions 2015A – General Conditions – Goods – Authorized Users – (Medium Complexity)

Specific instructions on offer submission can be found in the Terms and Conditions of the RFSO.

3.3.4 Question to Industry

Respondents responding to this Request for Information (RFI) are asked to answer questions listed in Part 5 – Question to Industry as well as to provide any additional comments regarding any part of the procurement strategy outlined in the RFI and the annexed documents.

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Annex B – Technical, Pricing and Discounts from Published Price List
Annex C – Distribution Points List
Annex D – Usage Reports
Annex E – Call-up Document for Provincial/Territorial Identified User;
Annex F – General Conditions 2009 – Standing Offer – Goods or Services – Authorized Users;
Annex G – General Conditions 2015A – General Conditions – Goods – Authorized Users – (Medium Complexity)

Definitions

In this Request for Standing Offers, unless the context otherwise requires.

“Authorized User”

Means to a Federal Identified User and Provincial/Territorial Identified User as specified in the Standing Offer and authorized by the Standing Offer Authority to make call-ups against the Standing Offer.

“Federal Identified User”

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

“Provincial/Territorial Identified User”

Means any Canadian province or territory including Municipal, Academic, Institutions, Schools and Hospitals Sector (MASH) to whom the Department of Public Services and Procurement Canada can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities. For a detailed list refer to Part 6A, Section 6.6 of the Standing Offer.

PART 1 - GENERAL INFORMATION

Principal – Agent Relationship

Canada is not acting as an agent for the “Provincial/Territorial Identified User” nor is the “Provincial/Territorial Identified User” a principal of Canada. By issuing a call-up against the Standing Offer, the “Provincial/Territorial Identified User” accepts all responsibilities and liabilities associated with the issuance and management of the call-up.

Offer

By submitting an Offer, the Offeror offers to provide and deliver the goods, services or both described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods, services or both, in accordance with the conditions set out in the Standing Offer.

No Obligation

The Provincial/Territorial Identified User has no obligation to use this procurement instrument.

Exclusionary Clause

No Offeror will have any claim, action, cause of action, or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law, for damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising, against Her Majesty the Queen in Right of Canada directly or indirectly connected with the Request for Standing Offers, including but not limited to any resulting Standing Offer or call-up against a Standing Offer where the call-up is issued by a “Provincial/Territorial Identified User”.

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada, despite the fact that Her Majesty is the Standing Offer Authority. Upon the issuance of a call-up, the Provincial/Territorial Identified User will be the Contracting Authority and as such will be responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

1.1 Introduction

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

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: 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 Annex A – Statement of Requirement, Annex B – Technical, Pricing and Discounts from Published Price List, Annex C – Distribution Points List and Annex D – Usage Reports, Annex E – Call-up Document for Provincial/Territorial Identified User; Annex F – General Conditions 2009 – Standing Offer – Goods or Services – Authorized Users and Annex G – General Conditions 2015A – General Conditions – Goods – Authorized Users – (Medium Complexity).

1.2 Summary

The requirement is to establish a National Master Standing Offer (NMSO) for all Federal Government Departments, for a period of 12 months, from the date of issuance of the Standing Offer, 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 and Annex D – Usage Reports, Annex E – Call-up Document for Provincial/Territorial Identified User; Annex F – General Conditions 2009 – Standing Offer – Goods or Services – Authorized Users and Annex G – General Conditions 2015A – General Conditions – Goods – Authorized Users – (Medium Complexity).

The annual estimated usage is 15,000 pursuit tires and is only an approximation of requirements given in good faith and do not represent Canada's actual requirement.

The period of the NMSO is of twelve (12) months, from the date of issuance of the Standing Offer.

The Comprehensive Land Claim Agreements do not apply as there are no delivery points or destinations within a land claim settlement area. Requirements within CLCA'S will be issued separately.

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 Electronic Purchasing Tool - Notification

Canada may, at any time during the Standing Offer period, choose to make use of an electronic procurement solution or other electronic tools to manage the Standing Offer and associated ordering processes.

Canada reserves the right to render participation in the use of the new solution and any associated interfaces, mandatory or optional, at its sole discretion.

Any costs associated with the implementation and maintenance of the Offeror's participation in the electronic procurement solution will be borne by the Offeror.

Canada agrees to provide the Offeror with no less than three months notice to allow for the migration to any electronic procurement solution. Any notice will, at a minimum, include the following:

- The Commercial name of the electronic procurement solution;
- Requirements pertaining to enablement or membership to the supplier networks;
- Technical requirements for catalogue formats and system interfaces (if applicable);

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- Payment processing requirements (if applicable);
 - Implementation plan; and
 - Order processing requirements and workflows.

For all purchases for which the participation in any such electronic procurement solution is mandatory, if the Offeror chooses not to participate, the Standing Offer may be set aside by Canada.

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 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 Services and Procurement 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 (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Section General Information of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: the words "departments and agencies" and "Canada"
Insert: Authorized User

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 Services and Procurement Canada (PSPC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

2.3 Improvement of Requirement During Solicitation Period

Offerors considering that the Purchase Description contained in the RFSO could be improved technically or technologically are invited to make suggestions, in writing, to the Standing Offer Authority named in the RFSO. Offerors must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Offeror will be given consideration provided they are submitted to the Standing Offer Authority at least seven (7) calendar days before the RFSO closing date and time. Canada will have the right to accept or reject any or all suggestions.

2.4 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.

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2.5 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.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

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

- Section I: Technical Offer (2 hard copy and 1 soft copy on Universal Serial Bus (USB) flash drive, Digital Versatile Disc (DVD) or Compact Disc (CD)).
- Section II: Financial Offer (1 hard copy and 1 soft copy on USB flash drive, DVD or CD).
- Section III: Certifications (1 hard copy)
- Section IV: Additional Information (1 hard copy)

If there is a discrepancy between the wording of the soft copy 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.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment specified at Part 6B and 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.

3.1.4 Electronic Payment of Invoices - Offer

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

Solicitation No. - N° de l'invitation
E60HS-16PURT/A
Client Ref. No. - N° de réf. du client
E60HS-16PURT

Amd. No. - N° de la modif.
File No. - N° du dossier
HS597. E60HS-16PURT

Buyer ID - Id de l'acheteur
HS597
CCC No./N° CCC - FMS No./N° VME

- () VISA Acquisition Card;
- () MasterCard Acquisition Card;
- () Government of Canada Fleet cards (ARI);

The Offeror is not obligated to accept payment by Electronic Payment Instruments.
Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.5 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 submit the following information:

3.1.6 Offerors Representatives

Canada requests that Offerors provide information for the contact person responsible for:

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 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 Product Conformance and Certification of Conformity as detailed in Part 5, paragraph 5.2.3.1. and 5.2.3.2.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

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.

The Offeror must provide a hard copy of their current published price list and applicable discounts for tires and an electronic copy must be provided within seven (7) days of issuance of a standing offer (see Annex B – 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-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

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.

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](http://www.labour.gc.ca/eng/standards_eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_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.

5.2.3 Additional Certifications Required with the Offer

5.2.3.1 Product Conformance

Solicitation No. - N° de l'invitation
E60HS-16PUR/A
Client Ref. No. - N° de réf. du client
E60HS-16PUR

Amd. No. - N° de la modif.
File No. - N° du dossier
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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.

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

Offeror's authorized representative Signature

Date

5.2.3.2 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

5.2.4 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.4.1 General Environmental Criteria Certification

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

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

Offeror's authorized representative Signature

Date

Or

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

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

Green Practices within the Offeror's organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures and/or programs	

Solicitation No. - N° de l'invitation
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Client Ref. No. - N° de réf. du client
E60HS-16PURT

Amd. No. - N° de la modif.
File No. - N° du dossier
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Buyer ID - Id de l'acheteur
HS597
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All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

Offeror's authorized representative Signature

Date

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

Definitions

In this Standing Offer, unless the context otherwise requires,

“Authorized User”

Means a Federal Identified User and Provincial/Territorial Identified User as specified in the Standing Offer and authorized by the Standing Offer Authority to make call-ups against the Standing Offer.

“Federal Identified User”

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

“Provincial/Territorial Identified User”

Means any Canadian province or territory including Municipal, Academic Institutions, Schools and Hospitals Sector (MASH) to whom the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities. For a detailed list, refer to Part 6A. Section 6A.6.1 of the Standing Offer.

General Information

The Offeror will provide and deliver the goods, services or both described in the Standing Offer, in accordance with the pricing set out in this Standing Offer if and when the Authorized User requests such goods, services or both, in accordance with the conditions set out in the Standing Offer.

Principal – Agent Relationship

Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada. By issuing a call-up against the Standing Offer, the “Provincial/Territorial Identified User” accepts all responsibilities and liabilities associated with the issuance and management of the call-up.

No Obligation

The Provincial/Territorial Identified User has no obligation to use the Standing Offer.

Exclusionary Clause

The Offeror agrees that they will have no claim, action, cause of action, or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law, for damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising, against Her Majesty the Queen in Right of Canada directly or indirectly connected with the Standing Offer or call-up against the Standing Offer when the call-up is issued by a Provincial/Territorial Identified User.

6.1 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 and Annex D – Usage Reports, Annex E – Call-up Document for Provincial/Territorial Identified User, Annex F

– General Conditions 2009 – Standing Offer – Goods or Services – Authorized Users, Annex G – General Conditions 2015A – General Conditions – Goods – Authorized Users – (Medium Complexity).

The Offeror must supply tires for pursuit rated vehicles, excluding installation and maintenance to departments and agencies of the Government of Canada across the country, on an as-and-when requested basis. Requirements within CLCA'S will be issued separately to delivery points or destination within a land claim settlement area.

6.1.1 Electronic Purchasing Tool

1. During the period of the Standing Offer, Canada may begin using an electronic purchasing tool or other electronic tools to acquire goods or services. Canada reserves the right to make the use of the new electronic purchasing tool mandatory or optional, at its sole discretion.

2. For the migration to any electronic purchasing tool identified as mandatory, the Offeror must provide their catalogue of goods or services, upon request from the Standing Offer Authority, as detailed in the "Requirement" at Annex "A".

3. For all purchases for which the use of any such electronic purchasing tool is mandatory, Canada agrees to provide Offerors with no less than a three month notice to allow for the migration to any electronic purchasing tool prior to making use of the tool mandatory to all Standing Offer holders.

4. When the migration to the electronic tool is mandatory, if the Offeror chooses not to propose their products or services through the electronic tool, the Standing Offer will be set aside by Canada.

6.2 Security Requirements

There is no security requirement applicable to this Standing Offer.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2009 (2016-04-04) General Conditions - Standing Offers - Goods or Services – Authorized User attached as Annex "F", apply to and form part of the Standing Offer.

The following sections apply to Federal Identified Users only:

Section 05 – Call-ups

Section 11 – Integrity Provisions

6.3.2 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 also include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data, in electronic format (Excel spreadsheet format), in accordance with the reporting requirements detailed below. 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 electronically on a quarterly basis to the Standing Offer Authority and the Procurement Authority.

The Quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The reporting requirements includes, but is not limited to, the following information:

- 1a. Standing Offer Number;
 - 1b. Standing Offer Title;
 - 1c. Authorized Users
 - 1d. Call-up number
 - 1e. Invoice date and number
 - 1f. Reporting Period (Quarter and Per Fiscal Year);
 - 1g. Total Number of Orders and associated value (Applicable taxes included) for the Reporting Period (Quarter);
 - 1h. Total Number of Orders and associated value (Applicable taxes included) (Per Fiscal Year);
 - 1i. Total Number of Orders and associated value (Applicable taxes included) (For the duration of the Standing Offer)
-
- 2a. Item number;
 - 2b. Total Number of Item ordered (Per Quarter and Per Fiscal Year);
 - 2c. Total Number of Item ordered (Per Identified user);

The data must be submitted to the Standing Offer Authority no later than **fifteen (15) calendar days** after the end of the reporting period.

6.3.3 Standing Offers - Final Report

On completion or termination of the National Individual Standing Offer (NISO), the offeror must produce a detailed final report with all cumulative data of the call-ups. Data must also include all purchases paid for by a Government of Canada Acquisition Card.

The final report must be completed and forwarded electronically to the Standing Offer Authority, no later than **thirty (30) calendar days** after the end of the completion or the set-aside of the Standing Offer.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

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

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Chantal Bourassa
Supply Officer
Public Services and Procurement 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 : 873-469-3362
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.

6.5.2 Contracting Authority

When a call-up is issued by an Authorized Users the Contracting Authority is as follows:

Federal Identified User:

The Federal Identified User in the call-up is the Contracting Authority and as such is responsible for any contractual issues relating to individual call-ups made against the Standing Offer.

Provincial/Territorial Identified User:

The Provincial/Territorial Identified User is the Contracting Authority and as such is responsible for any contractual issues or any other issues related to individual call-ups made against the Standing Offer.

6.5.3 Offeror's Representative

General enquiries

Name: to be inserted by PSPC

Telephone No. :

Facsimile No.:

E-mail address:

Delivery follow-up

Name: to be inserted by PSPC

Telephone No. :

Facsimile No. :

E-mail address:

6.6 Identified Users

6.6.1 Federal Identified Users

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

6.6.2 Provincial/Territorial Identified User

The below is a list of organizations authorized to make call-ups against the Standing Offer:

- To be inserted

The call-up against a standing offer must be issued by a Provincial/Territorial Identified User identified on the lists mentioned above. It is the responsibility of the Offeror to ensure that the entity making the call-up against the Standing Offer is duly authorized to do so.

6.7 Call-up Instrument

6.7.1 Call-up Instrument for Federal Identified User

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

An equivalent form or electronic call-up document which at a minimum:

- Identifies the Standing Offer number;
- Signifies acceptance of the terms and conditions of the Standing Offer;
- Includes a description and a unit price for each item on the call up;
- Identifies the total value of the call up;
- Identifies a point of delivery;
- Acknowledges that funds are available under Section 32 of the *Financial Administration Act*;
- Acknowledges the User's authority to enter into a contract.

6.7.2 Call-up Instrument for Provincial/Territorial Identified User

For call-ups issued by a Provincial/Territorial Identified User, the Work will be authorized or confirmed using the attached form as detailed in Annex "E" (Call-up Document for Provincial/territorial Identified User).

6.8 Limitation of Call-ups

6.8.1 Limitation of Call-ups for Federal Identified User

For Identified Users, Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included).

Requirement exceeding \$400,000.00 (Applicable Taxes included) must be submitted to PSPC Standing Offer Authority in the form of a funded requisition for processing.

6.8.2 Limitation of Call-ups for Provincial/Territorial Identified User

Individual call-ups against a Standing Offer must not exceed each province or territory's financial delegation.

6.9 Priority of Documents

If there is a discrepancy between the wordings 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 2009 (2015-09-03), General Conditions - Standing Offers - Goods or Services – Authorized User
- d) the general conditions 2015A (2015-09-03); General Conditions – Goods (Medium Complexity) – Authorized User;
- e) the Annex A – Statement of Requirement;
- f) Annex B - Technical, Pricing and Discounts from Published Price List;
- f) the Annex C – Distribution Points List;
- g) the Annex D – Usage Reports;
- h) the annex E – Call-up Document for Provincial/Territorial Identified User;
- i) the Offeror's offer dated **(to be inserted by PSPC)**, " or ", as amended **(to be inserted by PSPC)**.

6.10 Certifications

6.10.1 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.

6.11 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.

6.12 Meeting after Issuance of Standing Offer

Within ten (10) calendar days from the effective date of the Standing Offer, the Offeror must contact the Standing Offer Authority to determine if a meeting is required. A meeting will be convened at Canada's discretion to review the procedures for making call-ups, the technical and contractual requirements. The Offeror must prepare and distribute the minutes of the meeting within five (5) calendar days after the meeting has been held. The meeting will be held at the Offeror's facilities, at a federal government department facility or via teleconference, at Canada's discretion, at no additional cost to Canada, with representatives of the Contractor, the Department of National Defence, Public Services and Procurement Canada and other federal government departments as required.

6.13 Progress Meetings

Progress meetings will take place on an as-and-when required basis. The Offeror must prepare and distribute the agenda and minutes of the meeting. The meeting will be held at the Offeror's facilities, at a federal government department facility or via teleconference, at Canada's discretion, at no additional cost to Canada, with representatives of the Offeror, the Department of National Defence, Public Services and Procurement Canada and other federal government departments as required.

B. RESULTING CONTRACT CLAUSES

Definitions

In this Standing Offer, unless the context otherwise requires,

“Authorized User”

Means a Federal Identified User and Provincial/Territorial Identified User as specified in the Standing Offer and authorized by the Standing Offer Authority to make call-ups against the Standing Offer.

“Federal Identified User”

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

“Provincial/Territorial Identified User”

Means any Canadian province or territory including Municipal, Academic Institutions, Schools and Hospitals Sector (MASH) to whom the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities. For a detailed list, refer to Part 6A. Section 6A.6.1 of the Standing Offer.

General Information

The Offeror will provide and deliver the goods, services or both described in the Standing Offer, in accordance with the pricing set out in this Standing Offer if and when the Authorized User requests such goods, services or both, in accordance with the conditions set out in the Standing Offer.

Principal – Agent Relationship

Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada. By issuing a call-up against the Standing Offer, the “Provincial/Territorial Identified User” accepts all responsibilities and liabilities associated with the issuance and management of the call-up.

No Obligation

The Provincial/Territorial Identified User has no obligation to use the Standing Offer.

Exclusionary Clause

The Offeror agrees that they will have no claim, action, cause of action, or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law, for damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising, against Her Majesty the Queen in Right of Canada directly or indirectly connected with the Standing Offer or call-up against the Standing Offer when the call-up is issued by a Provincial/Territorial Identified User.

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

6.1 Requirement

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2015A (2016-04-04), General Conditions – Goods (Medium Complexity) – Authorized User attached as Annex “G”, apply to and form part of the Contract and are amended as follows:

The following sections apply to Federal Identified Users only:

Section 02 – Standard Clauses and Conditions

Section 03 – Powers of Canada

Section 04 – Status of the Contractor

Section 11 – Taxes

Section 13 – Transportation Carrier's Liability

Section 25 – Right of Set-Off

Section 26 – Conflict of Interest and Values and Ethics Codes for the Public Service

Section 27 – Contingency Fees

Section 29 – Integrity Provisions – Contract

The following sections are amended as follows:

(a) Section 16 Interest on Overdue Accounts, of General Conditions 2015A (2016-04-04) will not apply to payments made by credit cards.

(b) section 08, Inspection and Acceptance of the Work

Delete paragraph 1 in its entirety and replace with the following:

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

6.3 Term of Contract

6.3.1 Delivery Date for Routine Delivery

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

6.4 Payment

6.4.1 Basis of Payment

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

6.4.2 Limitation of Price

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 Contracting Authority before their incorporation into the Work.

6.4.3 Multiple Payments

The Authorized User will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by the Authorized User;
- c. the Work delivered has been accepted by the Authorized User.

6.4.5 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Government of Canada Fleet cards (ARI);

6.5 Invoicing Instructions

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

Each invoice must be supported by:

- (a) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.
2. The Contractor is requested to provide invoices in electronic format unless otherwise specified by the Identified User, thereby reducing printed material.
3. Invoices must be distributed as follows:
- (a) the original and one (1) copy must be forwarded or emailed to the consignee, or as indicated on the call-up against the Standing Offer, for certification and payment.

6.6 SACC Manual Clauses

7.6 SACC Manual Clauses

SACC Reference	Title	Date
A9006C	Defence Contract (for DND only)	2012-07-16
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

6.6.1 Excess Goods

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. The Authorized Users will not make any payment to the Contractor for goods shipped in excess of the specified quantity. The Authorized Users will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. The Authorized Users will have

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File No. - N° du dossier
HS597. E60HS-16PURT

Buyer ID - Id de l'acheteur
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CCC No./N° CCC - FMS No./N° VME

the right to deduct such costs from any invoice submitted by the Contractor.

6.8 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.

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.

1. Offerors must:
 - 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 offeror 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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File No. - N° du dossier
HS597. E60HS-16PUR

Buyer ID - Id de l'acheteur
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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-15COMT

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	Vehicle Category (1 to 6)	Total dollar amount EXCLUDING ALL TAXES
								\$
								\$
								\$
								\$
								\$
								\$
								\$
Grand Total:								\$

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Annex E – Call-Up Document for Provincial/Territorial Identified User

ANNEX "F"

General Conditions 2009 – Standing Offers – Goods or Services – Authorized Users

The following general conditions are to be used when an Authorized User (Federal Identified User and Provincial/Territorial Identified User) is authorized/permitted access to PWGSC procurement documents.

- 01 Interpretation
- 02 General
- 03 Standard Clauses and Conditions
- 04 Offer
- 05 Call-ups
- 06 Withdrawal
- 07 Revision
- 08 Joint Venture
- 09 Disclosure of Information
- 10 Publication of Standing Offer Information
- 11 Integrity Provisions - Standing Offer
- 12 Access to Information
- 13 Default by the Offeror
- 14 Code of Conduct for Procurement – Standing Offer

2009 01 (2016-04-04) Interpretation

In the Standing Offer, unless the context otherwise requires,

"Authorized User"

means a Federal Identified User and Provincial/Territorial Identified User as specified in the Standing Offer and authorized by the Standing Offer Authority to make call-ups against the Standing Offer;

"Call-up"

means an order issued by an Authorized User duly authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between Authorized Users and the Offeror for the goods, services or both described in the Call-up;

"Canada", "Crown", "Her Majesty" or "the Government"

means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that Minister;

"Federal Identified User"

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

"Offeror"

means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Authorized Users under the Standing Offer;

"Provincial/Territorial Identified User"

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

"Standing Offer"

means the written offer from the Offeror, the clauses and conditions set out in full text or incorporated by reference from the [Standard Acquisition Clauses and Conditions Manual](#), these general conditions, annexes and any other document specified or referred to as forming part of the Standing Offer;

"Standing Offer Authority"

means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to permit Authorized Users to make call-ups against the Standing Offer and to notify the Offeror that authority to make call-ups against the Standing Offer has been given to Authorized Users;

2009 02 (2015-12-18) General

The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Authorized Users to procure or contract for any goods, services or both listed in the Standing Offer. The Offeror understands and agrees that Authorized Users have the right to procure the goods, services or both specified in the Standing Offer by means of any other contract, standing offer or contracting method.

2009 03 (2015-12-18) Standard Conditions and Clauses

Pursuant to the [Department of Public Works and Government Services Act](#), S.C. 1996, c.16, the clauses and conditions identified in the Standing Offer by number, date and title are incorporated by reference and form part of the Standing Offer and any contract resulting from the Standing Offer as though expressly set out in the Standing Offer and resulting contract.

2009 04 (2015-12-18) Offer

1. The Offeror offers to provide and deliver to Authorized Users the goods, services or both described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User may request such goods, services or both, in accordance with the

conditions listed at subsection 2 below.

2. The Offeror understands and agrees that:

- a. a call-up against the Standing Offer will form a contract only for those goods, services, or both, which have been called-up, provided that such Call-up is made in accordance with the provisions of the Standing Offer;
- b. Canada's liability is limited to that which arises from call-ups against the Standing Offer made by Federal Identified Users only within the period specified in the Standing Offer;
- c. Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada. By issuing a call-up against the Standing Offer, the Provincial/Territorial Identified User accepts all responsibilities and liabilities associated with the issuance and management of the call-up;
- d. Canada may require that the purchase of goods, services or both listed in the Standing Offer be made using an electronic purchasing tool. Canada will provide the Offeror at least three months' notice before imposing such a requirement;
- e. the Standing Offer cannot be assigned or transferred in whole or in part;
- f. the Standing Offer may be set aside by Canada at any time.

2009 05 (2015-12-18) Call-ups

If applicable, Federal Identified Users will use the form specified in the Standing Offer to order goods, services or both. Goods, services or both may also be ordered by other methods such as telephone, facsimile or electronic means. With the exception of call-ups paid for with a Government of Canada acquisition card (credit card), call-ups made by telephone must be confirmed in writing on the document specified in the Standing Offer.

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

2009 06 (2015-12-18) Withdrawal

In the event that the Offeror wishes to withdraw the Standing Offer after authority to call-up against the Standing Offer has been given, the Offeror must provide no less than 30 days' written notice to the Standing Offer Authority, unless specified otherwise in the Standing Offer. The 30 days' period will start upon receipt of the notification by the Standing Offer Authority and the withdrawal will be effective at the expiry of that period. The Offeror must fulfill any and all call-ups which are made before the expiry of that period.

2009 07 (2015-12-18) Revision

The period of the Standing Offer may only be extended, or its usage increased, by the Standing Offer Authority issuing a revision to the Standing Offer in writing.

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HS597. E60HS-16PUR

Buyer ID - Id de l'acheteur
HS597
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2009 08 (2015-12-18) Joint Venture

If the Offeror is a joint venture, the Offeror agrees that all members of the joint venture are jointly and severally or solidarily liable for the performance of any contract resulting from the Standing Offer. If the membership of a joint venture changes, the Standing Offer will be set aside by Canada.

2009 09 (2015-12-18) Disclosure of Information

The Offeror agrees to the disclosure of its standing offer unit prices or rates by Canada, and further agrees that it will have no right to claim against Canada, the Authorized Users, their employees, agents or servants, in relation to such disclosure.

2009 10 (2015-12-18) Publication of Standing Offer Information

1. The Offeror agrees that Canada and the Provincial/Territorial Identified Users may publish certain information related to the Standing Offer or a catalogue. The Offeror agrees to the disclosure of the following information included in the Standing Offer:
 - a. the conditions of the Standing Offer;
 - b. the Offeror's procurement business number, its name, the name, address, telephone number, fax number and e-mail address of its representative;
 - c. the Offeror's profile and its level of security clearance;
 - d. the Offeror's qualified domains of expertise or the categories for which the Offeror has qualified.
2. Canada and the Provincial/Territorial Identified Users will not be liable for any errors, inconsistencies or omissions in any published information. If the Offeror identifies any error, inconsistency or omission, the Offeror agrees to notify the Standing Offer Authority immediately or the Provincial/Territorial Identified User.

2009 11 (2016-04-04) Integrity Provisions - Standing Offer

The *Ineligibility and Suspension Policy* (the "Policy") and all related Directives incorporated by reference into the Request for Standing Offers on its closing date are incorporated into, and form a binding part of the Standing Offer and any resulting contracts. The Offeror must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.htm>

2009 12 (2015-12-18) Access to Information

Records created by the Offeror, and under the control of the Authorized Users, are subject to all access to information and privacy laws, both at the federal and provincial/territorial level. The Offeror acknowledges the responsibilities of the Authorized Users under these laws and must, to the extent possible, assist the Authorized Users in discharging these responsibilities.

Furthermore, the Offeror acknowledges that section 67.1 of the [Access to Information Act](#), R.S.C.

1985, c.A-1, or its equivalent at the provincial/territorial level, provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#), or its equivalent at the provincial/territorial level, is guilty of an offence and is liable to imprisonment or a fine, or both.

2009 13 (2015-12-18) Default by the Offeror

1. If the Offeror is in default in carrying out any of its obligations under the Standing Offer, the Standing Offer Authority may, by giving written notice to the Offeror, set aside the standing offer. The set aside will take effect immediately or at the expiration of a cure period specified in the notice, if the Offeror has not cured the default to the satisfaction of the Standing Offer Authority within that cure period.
2. If the Offeror becomes bankrupt or insolvent, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Offeror, or an order is made or a resolution passed for the winding-up of the Offeror, the Standing Offer Authority may, by giving written notice to the Offeror, immediately set aside the standing offer.

2009 14 (2016-04-04) Code of Conduct for Procurement – Standing Offer

The Offeror agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Standing Offer and of any resulting contracts.

ANNEX "G"

General Conditions 2015A - General Conditions – Goods - Authorized User - (Medium Complexity)

The following general conditions are to be used when an Authorized User (Federal Identified User and Provincial/Territorial Identified User) is authorized/permitted access to PWGSC procurement documents.

These general conditions are to be used for medium complexity competitive or non-competitive requirements. Commercial goods are defined as off-the-shelf commercial products, off-the-shelf electrical and electronics products, off-the-shelf commercial spare parts with military specifications, standard information management/information technology requirements.

- 01 Interpretation
- 02 Standard Clauses and Conditions
- 03 Powers of Canada
- 04 Status of the Contractor
- 05 Condition of Material
- 06 Time of the Essence
- 07 Excusable Delay
- 08 Inspection and Acceptance of the Work
- 09 Warranty
- 10 Invoice Submission
- 11 Taxes
- 12 Transportation Costs
- 13 Transportation Carriers' Liability
- 14 Shipment Documentation
- 15 Payment Period
- 16 Interest on Overdue Accounts
- 17 Audit
- 18 Compliance with Applicable Laws
- 19 Ownership
- 20 Authorized User's Property
- 21 Amendment
- 22 Assignment
- 23 Default by the Contractor
- 24 Termination for Convenience
- 25 Right of Set-off
- 26 Conflict of Interest and Values and Ethics Codes for the Public Service
- 27 Contingency Fees
- 28 International Sanctions
- 29 Integrity Provisions - Contract
- 30 Entire Agreement
- 31 Code of Conduct for Procurement - Contract

2015A 01 (2016-04-04) Interpretation

In the Contract, unless the context otherwise requires:

"Applicable Taxes"

means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"Articles of Agreement"

means the clauses and conditions incorporated in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions *Manual* to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Authorized User"

means a Federal Identified User and Provincial/Territorial Identified User as specified in the Contract;

"Authorized User's Property"

means anything supplied to the Contractor by or on behalf of the Authorized User for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by the Authorized User under the Contract;

"Canada", "Crown", "Her Majesty" or "the Government"

means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

"Contract"

means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority"

means the person designated by that title in the Contract, or by notice to the Contractor, to act as the Authorized User's representative to manage the Contract;

"Contractor"

means the person, entity or entities named in the Contract to supply goods, services or both to

the Authorized User;

"Contract Price"

means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Cost"

means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

"Federal Identified User"

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

"Party"

means the Authorized User, the Contractor or any other signatory to the Contract and "Parties" means all of them;

"Provincial/Territorial Identified User"

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

"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)"

on Page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

"Work"

means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

2015A 02 (2015-12-18) Standard Clauses and Conditions

Pursuant to the [Department of Public Works and Government Services Act](#), S.C. 1996, c. 16, the clauses and conditions identified by number, date and title in the Contract are incorporated by reference and form part of the Contract as though expressly set out in the Contract.

2015A 03 (2015-12-18) Powers of Canada

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

2015A 04 (2015-12-18) Status of the Contractor

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

2015A 05 (2015-12-18) Condition of Material

Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the bid closing date or, if there was no bid solicitation, the date of the Contract.

2015A 06 (2015-12-18) Time of the Essence

It is essential that the Work be delivered within or at the time stated in the Contract.

2015A 07 (2015-12-18) Excusable Delay

A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:

- a. is beyond the reasonable control of the Contractor;
 - b. could not reasonably have been foreseen;
 - c. could not reasonably have been prevented by means reasonably available to the Contractor; and
 - d. occurred without the fault or neglect of the Contractor, will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within 15 working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
 3. However, if an Excusable Delay has continued for 30 days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the

Excusable Delay. The Contractor agrees to repay immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.

4. Unless the Authorized User has caused the delay by failing to meet an obligation under the Contract, the Authorized User will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
5. If the Contract is terminated under this section, the Contracting Authority may require the Contractor to deliver to the Authorized User, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. The Authorized User will pay the Contractor:
 - . the value, of all completed parts of the Work delivered to and accepted by the Authorized User, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - a. the Cost to the Contractor that the Authorized User considers reasonable in respect of anything else delivered to and accepted by the Authorized User.

The total amount paid by the Authorized User under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.

2015A 08 (2015-12-18) Inspection and Acceptance of the Work

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

2015A 09 (2015-12-18) Warranty

1. Despite inspection and acceptance of the Work by or on behalf of the Authorized User without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by the Authorized User to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be 12 months after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.
2. The Authorized User must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good, and the Contractor must pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by the Authorized User. If, in the opinion of the Authorized User, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location and will be reimbursed its reasonable travel and living expenses.
3. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during

the original warranty period. The warranty applies to any part of the Work replaced, repaired or corrected pursuant to subsection 1, for the greater of:

- a. the warranty period remaining, including the extension, or
- b. 90 days or such other period as may be specified for that purpose by agreement between the Parties.

2015A 10 (2015-12-18) Invoice Submission

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. the date, the name and address of the Authorized User, item or reference numbers, deliverable/description of the Work, contract number, Authorized User Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
 - b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - c. deduction for holdback, if applicable;
 - d. the extension of the totals, if applicable; and
 - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

2015A 11 (2015-12-18) Taxes

1. Federal government departments and agencies are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
3. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax,

ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.

5. Tax Withholding of 15 Percent – Canada Revenue Agency

Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the [Canada Revenue Agency](#). The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

2015A 12 (2015-12-18) Transportation Costs

If transportation costs are payable by the Authorized User under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be shown as a separate item on the invoice.

2015A 13 (2015-12-18) Transportation Carriers' Liability

The federal government's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the federal government (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

2015A 14 (2015-12-18) Shipment Documentation

For the shipment of goods, the transportation bill of lading must accompany the original invoice, except for "collect" shipments (if and when stipulated), in which event it must accompany the shipment. In addition, a packing slip must accompany each shipment, showing item, quantity, part or reference numbers, description of the goods and contract number, including the CRN and PBN. If the goods have been inspected at the Contractor's plant, the signed inspection voucher must be attached to the packing slip normally enclosed in the packing note envelope.

2015A 15 (2015-12-18) Payment Period

1. The Authorized User's standard payment period is 30 days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 16.

2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, the Authorized User will notify the Contractor within 15 days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by the Authorized User to notify the Contractor within 15 days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

2015A 16 (2015-12-18) Interest on Overdue Accounts

1. For the purpose of this section:

"Average Rate"

means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"Bank Rate"

means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

"date of payment"

for a Federal Identified User means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

for a Provincial/Territorial Identified User means the date of the negotiable instrument drawn by the appropriate authorities of the province/territory to pay any amount under the Contract;

an amount becomes "overdue"

when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. The Authorized User will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to the Authorized User for interest to be payable.
3. The Authorized User will pay interest in accordance with this section only if the Authorized User is responsible for the delay in paying the Contractor. The Authorized User will not pay interest on overdue advance payments.

2015A 17 (2015-12-18) Audit

The amount claimed under the Contract is subject to an audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six years after it receives the final payment under the Contract.

2015A 18 (2015-12-18) Compliance with Applicable Laws

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to the Authorized User at such times as the Authorized User may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to the Authorized User.

2015A 19 (2015-12-18) Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to the Authorized User after delivery and acceptance by or on behalf of the Authorized User.
2. However if any payment is made to the Contractor for or on account of any work, either by way of progress or milestone payments, that work paid for by the Authorized User belongs to the Authorized User upon such payment being made. This transfer of ownership does not constitute acceptance by the Authorized User of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to the Authorized User in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to the Authorized User, the Contractor must, if requested by the Authorized User, establish to the Authorized User's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that the Authorized User may require.

2015A 20 (2015-12-18) Authorized User's Property

The Contractor must take reasonable and proper care of all Authorized User's property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

2015A 21 (2015-12-18) Amendment

To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.

2015A 22 (2015-12-18) Assignment

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.

2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon any Authorized User.

2015A 23 (2015-12-18) Default by the Contractor

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada or any other applicable provincial law, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If the Authorized User gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to the Authorized User for all losses and damages suffered by the Authorized User because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the Authorized User in procuring the Work from another source. The Contractor agrees to repay immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.
4. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to the Authorized User, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work which have not been delivered and accepted before the termination and any materials, parts, plant, equipment or work-in-process which the Contractor has acquired or produced specifically in the fulfilment of the Contract.
5. Subject to the deduction of any claim that the Authorized User may have against the Contractor arising under the Contract or out of the termination, the Authorized User will pay the Contractor the value, determined on the basis of the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price, of all completed parts of the Work and the Cost to the Contractor that the Contracting Authority considers reasonable in respect of all materials, parts, plant, equipment or work-in-process delivered to the Authorized User pursuant to a direction under subsection 4 and accepted by the Authorized User.

2015A 24 (2015-12-18) Termination for Convenience

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.

2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by the Authorized User. The Contractor will be paid:
 - a. on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
 - b. the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
 - c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. The Authorized User may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by the Authorized User under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.

2015A 25 (2015-12-18) Right of Set-off

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

2015A 26 (2015-12-18)

Conflict of Interest and Values and Ethics Codes for the Public Service
The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

2015A 27 (2015-12-18) Contingency Fees

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's

duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#), 1985, c. 44 (4th Supplement).

2015A 28 (2015-12-18) International Sanctions

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Authorized User cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
2. The Contractor must not supply to the Authorized User any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise the Authorized User if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for convenience in accordance with section 24.

2015A 29 (2016-04-04) Integrity Provisions – Contract

The *Ineligibility and Suspension Policy* (the "Policy") and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).

2015A 30 (2015-12-18) Entire Agreement

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

2015A 31 (2016-04-04) Code of Conduct for Procurement – contract

The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Contract.

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Amd. No. - N° de la modif.
File No. - N° du dossier
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Buyer ID - Id de l'acheteur
HS597
CCC No./N° CCC - FMS No./N° VME

PART 5 – QUESTIONS TO INDUSTRY

Question 1

Do you anticipate any issues regarding compliance to any of the Terms and Conditions of the Request for Standing Offer (RFSO)?

Answer 1

Yes: _____

No: _____

If yes, please provide additional information related to the issues.



Question 2

Canada's proposed pricing strategy is to request firm prices for the period of the standing offer. Should a multiyear Standing Offer be considered, what duration would you recommend?

1. One year (no option)
2. Two years (including an option period)
3. Three years (including the option periods)
4. Others

Answer 2

Please provide rationale for the selected option including the advantages and disadvantages of your selection

Question 3

What pricing strategy would you recommend for the extended period?

- Option 1: firm prices for the initial and extended period;
Option 2: Percentage of increase of the firm prices for the initial and extended period;
Option 3: firm discount for the initial and extended period with the possibility to update the retail price on an annual basis;
Option 4: Others

Answer 3

Please rank the proposed options with 1 being the preferred one.

Option 1: _____

Option 2: _____

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Option 3: _____

Option 4: _____

Question 4

The standing offer may be used to order large quantities of tires and Canada would like to benefit from these orders by securing better prices or discounts. What would be the best pricing strategy that would enable Canada to obtain better prices or discount for large quantities orders?

Answer 4

Please provide comments on our proposed strategy, including the most advantageous price ranges, or your proposed strategy along with relevant information.

Question 5

Canada is considering a one-on-one consultation after the closing date of the RFI in order to exchange and clarify any points with industry before the publication of the formal RFSO. The the one-on-one consultations would be held with interested suppliers.

Answer 5

Please indicate if you would be interested in a one-on-one consultations.

Interested: _____

Not Interested: _____

Question 6

Do you have any concerns or issues if Canadian provinces or territories (including Municipal, Academic, Institutions, Schools and Hospitals Sector) were allowed to use the Standing Offers?

Answer 6

Yes: _____

No: _____

If yes, Please provide additional information related to your concerns and/or issues.

Question 7

Do you have any concerns or issues regarding Canada's intention to move to an electronic procurement solution for order processing, including the use of credit cards for payment of invoices up to \$10 000?

Answer 7

Yes: _____

No: _____

If yes, please provide additional information related to your concerns and/or issues.



Question 8

Currently Canada agrees to provide the Offeror with no less than three months notice to allow for the migration to any electronic procurement solution. How much time would be require for Industry to migrate to an electronic procurement solution?

Answer 8

Question 9

Could other services, such as installation, storage and retread by included in the Standing Offer?

Yes: _____

No: _____

If yes, please indicate which one.

Answer 9

Question 10

If other services were to be included in the Standing Offer, what pricing strategy would be recommended for these services?

Answer 10

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Please provide any additional comments, remarks or suggestions: