

**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**

## Request For a Standing Offer Demande d'offre à commandes

## National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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

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

## Comments - Commentaires

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Industrial Vehicles & Machinery Products Division  
11 Laurier St./11, rue Laurier  
7B1, Place du Portage, Phase III  
Gatineau  
Québec  
K1A 0S5

<b>Title - Sujet</b> (NMSO) for Military Tires and Tubes	
<b>Solicitation No. - N° de l'invitation</b> E60HS-16MILT/A	<b>Date</b> 2016-12-22
<b>Client Reference No. - N° de référence du client</b> E60HS-16MILT	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$HS-639-72142
<b>File No. - N° de dossier</b> hs639.E60HS-16MILT	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-02-01</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Beaudry, Christine	<b>Buyer Id - Id de l'acheteur</b> hs639
<b>Telephone No. - N° de téléphone</b> (873)469-3335 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 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 – Item Description and Pricing and Annex B –Usage Report.

### **1.2 Summary**

**1.2.1** The requirement is to establish a National Master Standing Offer (NMSO) for the procurement of specialized military vehicle tires and tubes pneumatic, excluding tires and tubes for aircraft, commercial and pursuit tires and installation/maintenance as described in Annex A - Item Description and Pricing.

This requirement will be for a period of one (1) year from the effective date of the Standing Offer.

The annual estimated usage is 2,500 specialized military tires and is only an approximation of requirement given in good faith and do not represent Canada's actual requirement.

**1.2.2** 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 (CCOFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Panama Free Trade Agreement (CPAFTA) and the Agreement on Internal Trade (AIT).

**1.2.3** The Request for Standing Offers (RFSO) is to establish National Master Standing Offer for the requirement detailed in the RFSO, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

### **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);
- 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 fifteen (15) working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The 2006 (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.

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.

## **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:

First page of the Request for Standing Offer signed by the offeror or an authorized representative of the offeror (1 signed copy).

Section I: Technical Offer (1 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 Universal Serial Bus (USB) flash drive, Digital Versatile Disc (DVD) or Compact Disc (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.



**Offerors should:**

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

**3.1.1 Equivalent Products**

1. Products that are equivalent in form, fit, function, quality and performance to the item(s) specified in the bid solicitation will be considered where the Bidder:
  - (a) designates the brand name and model and/or part number and NSCM/CAGE of the substitute product;
2. Products offered as equivalent in form, fit, function, quality and performance will not be considered if:
  - (a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to provide technical information demonstrating the equivalency (e.g. Drawing, specifications, engineering reports and/or test reports), or to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within three (3) business days (or other delay specified herein) of the request. If the bidder fails to provide the requested information within the specified delay, Canada may declare the bid non-responsive.

**3.1.2 Substitute Products - Replaced Part Numbers from the OEM**

1. Products that are replaced part number (superseded or obsolete) from the OEM must be equivalent in form, fit, function, quality and performance to the original item(s) specified in the bid solicitation and will be considered where the bidder provides upon request of the Contracting Authority:
  - a. proof by submitting a copy of a Certificate of Conformity from the Original Equipment Manufacturer (OEM) providing justification/explanation that the part numbers are a replacement of the OEM parts specified herein and are equivalent in form, fit, function, quality and performance to the OEM's parts specified herein; or
  - b. all required technical information (as detailed in Part 3, Section I, 3.1.1 Equivalent Product) to demonstrate their technical compliance and to confirm form, fit, function, quality and performance of these replaced part numbers.
2. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within three (3) business days (or other delay specified herein) of the request. If the bidder fails to provide the requested information within the specified delay, Canada may declare the bid non-responsive.

### 3.1.3 Samples

The Offeror must, upon request from the Standing Offer Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within fourteen (14) calendar days from the date of request. The sample submitted by the Offeror will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the Standing Offer or the Offeror fails to comply with the request of the Standing Offer Authority, the offer will be declared non-responsive.

## Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment specified at Part 6B and with Annex A – Item Description and Pricing. The total amount of Applicable Taxes must be shown separately.

### 3.1.4 Electronic Payment of Invoices - Offer

Canada requests that Offerors complete option 1 or 2 below:

1. ☐ Electronic Payment Instruments will be accepted for payment of call-ups against the standing offer.

The following Electronic Payment Instrument(s) are accepted:

- ☐ VISA Acquisition Card;  
☐ MasterCard Acquisition Card;  
☐ Direct Deposit (Domestic and International);  
☐ Electronic Data Interchange (EDI);  
☐ Wire Transfer (International Only);  
☐ Large Value Transfer System (LVTS) (Over \$25M)

2. ☐ Electronic Payment Instruments will not be accepted for payment of call-ups against the standing offer.

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.

## Section III: Certifications

Offerors must submit the certifications required under Part 5.

## Section IV: Additional Information

Canada requests that Offerors provide the following information:

### 3.1.5 Offerors Representatives

#### General enquiries

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

**Delivery follow-up**

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

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

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

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

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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Evaluation Criteria - Part Number and NSCM/CAGE**

Offerors must indicate the Part Number and the NSCM/CAGE they are offering.

##### **4.1.1.2 Mandatory Technical Evaluation Criteria - Equivalent Products and Substitute Products**

Offerors proposing an Equivalent Product or a Substitute Product must indicate the brand name and model and/or Part Number and the NSCM/CAGE they are offering.

##### **4.1.1.3 Mandatory Technical Evaluation Criteria – Certification of Conformity**

Offerors must complete the Products Conformance Certification in Part 5.

#### **4.1.2 Financial Evaluation**

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

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

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

Bidders must quote a firm unit price for all items listed in Annex A – Item Description and Pricing.

### **4.2 Basis of Selection**

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

Only one (1) responsive offer 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Inteligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable, 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 – Required Documentation

In accordance with the [Inteligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 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_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada-Labour's](#) website.

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

### 5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

#### 5.2.3.1 Equivalent Products and Substitute Products Conformance Certification

The Offeror certifies that all Equivalent Products and Substitute Products proposed conform to the requirement detailed under the Annex A – Item Description and Pricing.

This certification does not relieve the bid from meeting the requirement detailed in Part 3, Section I, Equivalent Products and Substitute Products.

\_\_\_\_\_  
Bidder's authorized representative Signature

\_\_\_\_\_  
Date

#### 5.2.3.2 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.

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

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

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

#### **5.3.1 Certification of Conformity**

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

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

\_\_\_\_\_  
Date

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1 Offer

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex A – Item Description and Pricing.

##### 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 Annex A - Item Description and Pricing.
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.

##### 6.1.2 Technical Changes, Substitutes and Alternatives

During the period of the Standing Offer any technical changes, substitutes and alternatives proposed by the Offeror, as mandated by the manufacturer or legislative body, must be evaluated for acceptance by the Technical Authority. Any substitutes and alternatives must be equivalent in form, fit, function and performance to what is being replaced and must be at no additional cost to Canada. Substitutes and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A revision to the Standing Offer or a completed Design Change/Deviation form will be issued.

Should the Technical Authority not accept the substitute or the alternative and the Offeror is unable to meet the technical requirement, Canada may set aside the Standing Offer and/or terminate the contract for Default in accordance with the general conditions stated in the Standing Offer.

#### 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 Works and Government Services Canada.



### **6.3.1 General Conditions**

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

### **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 Offer - 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 issuance of the Standing Offer to **(to be inserted by PSPC)**.

#### **6.5 Authorities**

##### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Christine Beaudry

Supply Specialist

Public Services and Procurement Canada

Acquisitions Branch

Industrial Vehicles, Machinery Products & Logistics Division

11 Laurier Street, PDP Phase III

Telephone: 873-469-3335

[christine.beaudry@pwgsc-tpsgc.gc.ca](mailto:christine.beaudry@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 Project Authority**

The Project Authority for the Standing Offer is:

Name: **To be inserted by PSPC**

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

##### **6.5.3 Offeror's Representative**

###### **General enquiries**

Name: **(to be inserted by PSPC)** \_\_\_\_\_

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

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

### **Delivery follow-up**

Name: **(to be inserted by PSPC)** \_\_\_\_\_

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

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

### **6.6 Identified Users**

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

### **6.7 Call-up Instrument**

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

### **6.8 Limitation of Call-ups**

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

### **6.9 Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2016-04-04);
- e) Annex A - Item Description and Pricing;
- f) the Offeror's offer dated \_\_\_\_\_ **(to be inserted by PSPC)** as amended on \_\_\_\_\_ **(to be inserted by PSPC)**.

### **6.10 Certifications**

#### **6.10.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

### **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.

#### **B. RESULTING CONTRACT CLAUSES**

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

##### **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**

2010A (2016-04-04), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

##### **6.3 Term of Contract**

###### **6.3.1 Delivery Date**

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 standing offer, 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 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
C6000C	Limitation of Price	2011-05-11
H1001C	Multiple Payments	2008-05-12

###### **6.4.3 Electronic Payment of Invoices – Call-up**

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

- Visa Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);

- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### **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.
2. Invoices must be distributed as follows:
  - a) The original and one (1) copy must be forwarded to the address shown on page 1 of the standing offer for certification and payment.
  - b) One (1) copy must be forwarded to the Standing Offer Authority identified under the section entitled "Authorities" of the Standing Offer.

#### **6.6 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
A9006C	Defence Contract (for DND only)	2012-07-16
B7500C	Excess Goods	2006-06-16
C2800C	Priority Rating (for DND only)	2013-01-28
C2801C	Priority Rating - Canadian-based Contractors (for DND only)	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 (for DND only)	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2008-05-12

#### **6.7 Shipping Instructions**

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

**ANNEX A**  
**ITEM DESCRIPTION AND PRICING**

ITEM	ITEM DESCRIPTION					TECHNICAL				YOUR OFFER		
	NSN	DESCRIPTION	VEHICLE	PART NO. (or equivalent)	NSCM/NCAGE (or equivalent)	MAKE	PART NO.	NSCM /NCAGE	RETAIL PRICE	GOVERNMENT FIRM UNIT PRICE	DISCOUNT	
001	2610-20-004-6872	325/85R16 XML TIRE ASSY w/MOUNTING KIT	BISON / COYOTE	37984 / 31221	12195 / L1373							
002	2610-20-004-5954	12.00R20 XML TIRE ASSY w/MOUNTING KIT	LAV III	63997 / 31692	12195 / L1373							
003	2610-01-612-5107	395/85R20 XML LRG TIRE ASSY	LAV 6.0	99131	12195							
004	N/A	255/100R16 XZL TL 126 K TIRE ASSY	LSVW / 850 KG TLR	110650	F0635							
005	N/A	14.00R20 XZL + TL 164/160J MI TIRE ASSY	HLVW / AHSVS	323281	F0635							
006	2610-21-912-5892	395/85R20 XZL TIRE ASSY	HLVW / AHSVS / HESV / MSVS	54331	0M9N0							
007	2610-01-561-7314	16.00R20 XZL TIRE ASSY	BUFFALO, COUGAR, TAPV	06306	12195							
008	2610-21-913-1787	24R21 XZL TIRE ASSY	TRUCK, CRASH FIRE RESCUE	76025	0M9N0							
009	2610-01-434-8732	285/70R19.5 XTE2 TIRE ASSY	TRAILERS, HET & FDRS	51278	12195							
010	2610-01-658-7272	395/85R20 XZL2 TIRE ASSY	TAV 1	83808	12195							
011	2610-14-477-5637	11.00R20 XZL TL 150K	MLVW / 1.5 TON SMP TRAILERS	110062	F0635							

**Abbreviations**

LAV = Light Assault Vehicle  
LSVW = Light Support Vehicle Wheeled  
HLVW = Heavy Logistic Vehicle Wheeled  
AHSVS = Armoured Heavy Support Vehicle System

HESV = Heavy Engineering Support Vehicle  
MSVS = Medium Support Vehicle System  
TAV = Tactical Armoured Vehicle

\*Requests for volume discounts (RVD) may be requested for large quantities of tires.  
\*\*Environmental, Disposal, and/or Provincial Tire Stewardship Charges Excluded.

## ANNEX B USAGE REPORT

*Please submit the information requested in a spreadsheet (i.e. Excel).*

The spreadsheet must contain the following information:

### Usage Report for Standing Offer - E60HS-16MILT

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

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

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