

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
Electrical & Electronics Products Division
11 Laurier St./11, rue Laurier
7B3, Place du Portage, Phase III
Gatineau, Québec K1A 0S5

Title - Sujet (RFSO) Fire, Safety and Rescue Equi	
Solicitation No. - N° de l'invitation E60HN-17FSRE/B	Date 2017-08-03
Client Reference No. - N° de référence du client E60HN-17FSRE	GETS Ref. No. - N° de réf. de SEAG PW-\$\$HN-336-73208
File No. - N° de dossier hn336.E60HN-17FSRE	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-09-13	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Bisson, Phillipe	Buyer Id - Id de l'acheteur hn336
Telephone No. - N° de téléphone (873)469-3345 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	
Security - Sécurité 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

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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hn336
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Request for Standing Offer (RFSO) Summary

This RFSO contains instructions for submitting an offer for both the Procurement Strategy for Aboriginal Businesses (PSAB) Standing Offer (SO) and the non-PSAB SO. Offerors may submit an Offer for either one or both SO's

Offerors must indicate, using the check boxes below, which SO(s) they are providing an Offer for.

This Offer is being submitted for the following SO(s):

☐ Procurement Strategy for Aboriginal Business (PSAB)
(Supplier must have a valid Aboriginal Business Certification)

And/or

☐ Non-PSAB (General Supplier)

For Offerors submitting an Offer for both a PSAB and non-PSAB SO.:

The entire RFSO submission does not have to be duplicated. PSAB offers will be evaluated separately from non-PSAB offers. If unique financial data needs to be submitted on the following submission documents for PSAB and non-PSAB Offers, the original, blank submission documents should be copied, completed and correctly renamed with PSAB or non-PSAB in the file name.

- Annex A - Firm percentage discounts offered from Manufacturer's (MSRP)

Throughout the RFSO, other clearly indicated PSAB-only submission requirements do exist and must be completed, for a PSAB offer to be considered compliant.

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PART 1 - GENERAL INFORMATION

1. Introduction

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

- Part 1: General Information: provides a general description of the requirement;
- Part 2: Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3: Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4: Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, the security requirement, if applicable, 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.

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.

The Annexes include the List of categories/sub-categories, firm percentage discounts and Private Brands, the Periodic Usage Reports - Standing Offer, the Manufacturer's Authorization Letter, the Mandatory Criteria Response Template, the General Conditions 2009 – Standing Offers – Goods or Services and the General Conditions 2015A - General Conditions – Goods (Medium Complexity).

This RFSO may result in both PSAB and non-PSAB Offerors being issued a SO.

For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business see Chapter 9, Article 9.40 of the Supply Manual at <https://buyandsell.gc.ca/policy-and-guidelines/supply-manual>.

2. Summary

(i) Requirement :

To establish a National Master Standing Offer (NMSO) for the supply of Fire, Safety and Rescue Equipment (FSRE) categorized under Goods and Services Identification numbers (GSIN) N4210 and N4240 on an "as required" basis.

(ii) Authorized Users

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. (See below "Key Terms" section for definition of Federal Identified User and Provincial/Territorial Identified User).

(iii) Standing Offer duration

The NMSO will be for one (1) twelve (12) month period, from date of issuance of any Standing Offer plus the option for Canada to extend for two (2) twelve (12) month periods, under the same terms and conditions.

(iv) Trade Agreements

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 Canadian Free Trade Agreement (CFTA).

Please note: This requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA) except for PSAB Offers submitted.

3. Security Requirements

There is no security requirement associated with the requirement.

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.

5. Key Terms

a) *Delivered Duty Paid (DDP)* :

“Delivered Duty Paid” means the seller must pay for all of the costs related to transporting the goods and is responsible in full for the goods until they have been received and transferred to the buyer. This includes, but not limited to, paying for the shipping, the duties and any others expenses incurred while shipping and importing the goods.

b) *Manufacturer’s Suggested Retail Price (MSRP):*

For the purpose of this Standing Offer, Manufacturer’s Suggested Retail Price (MSRP) is defined as any common price list provided by the manufacturers listed in Annex A, whether it be published or unpublished it is the price suggested by the manufacturer for small quantity sales directly to the consumer. For this Standing Offer, all offerors must provide the same MSRP as created by the manufacturer.

c) *Common Canadian Manufacturer’s Suggested Retail Price (MSRP):*

For the purpose of this NMSO, Common Canadian Manufacturer’s Suggested Retail Price (MSRP) is defined as MSRP in Canadian dollars (\$CAD). All offered MSRP must be provided in Canadian Dollars.

d) *Private Brands:*

Private brands are defined as any product line which is solely distributed, either by the manufacturer directly or through a sole distribution partnership.

e) *Federal Identified Users:*

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.

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f) Provincial/Territorial Identified Users :

Means any Canadian province or territory to whom the Minister of the Department of Public Services and Procurement Canada can provide access to its procurement services and instruments. For a detailed list refer to Part 6A, Section 6 of the Standing Offer.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions 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](#) (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 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) calendar days

Insert: ninety (90) calendar days

1.1 SACC Manual Clauses

Reference	Section	Date
A9130T	Controlled Goods Program - Bids	2014-11-27
M9033T	Financial Capability	2011-05-16
B1000T	Condition of Material	2014-06-26
B4024T	No Substitute Products	2006-08-15

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) 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

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proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

- Section I: Technical Offer (1 hard copy)
- Section II: Financial Offer (1 hard copy and 1 soft copy on USB or CD)
- Section III: Certifications (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/Percentage discounts must appear in the financial offer only. No prices/percentage discounts 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 the bid solicitation.

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, bidders are encouraged to:

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

Section I: Technical Offer

In their technical offer, Offerors must include:

a) Manufacturers Authorization Letters:

Offerors must provide a recently completed Manufacturer's Authorization Letter (See Annex C) for each manufacturer being offered. The manufacturer's letters must be provided with the offer at time of bid closing. These letters must be under the letterhead of the manufacturer, signed by the representative indicated in the Offerors Technical Offer and should have the absolute authority to designate agents / distributors. Facsimile versions will not be accepted.

An Offeror cannot provide a percentage discount for a manufacturer that has not been validated by providing the Standing Offer Authority with a rightfully signed authorization letter.

Where a distributor, and not a manufacturer, has sole and exclusive rights to grant dealer authorizations set national pricing and to promote and supply manufacturer's products across Canada, the distributor may act on behalf of the manufacturer to provide all the necessary RFSO dealer authorization letters and MSRP list.

b) Manufacturer Contact Person:

As part of their Technical offer, Offerors must identify a Manufacturer Contact Person for each manufacturer listed in their offer. The name and current contact details of each contact person must be provided in Annex C. Public Service and Procurement Canada (PSPC) reserves the right to verify the accuracy of the contact information provided for the Manufacturer Contact Person.

It is the Offeror's responsibility to obtain the co-operation of the manufacturer, to agree to, and select only one (1) Manufacturer Contact Person to represent the manufacturer's products for this RFSO. The Manufacturer Contract Person must be the highest ranking authorized representative available.

c) Common Canadian Manufacturer's Suggested Retail Price (MSRP):

As part of their Technical Offer, Offerors must provide a copy of the most recent Common Canadian Manufacturer's Suggested Retail Price List (MSRP) at time of bid closing; for each manufacturer offered. Offerors submitting for both the PSAB and non-PSAB SO's are not required to submit duplicate manufacturer price lists. One price list per manufacturer is all that is required.

In the interest of Green Procurement and reducing Canada's paper consumption, PSPC strongly encourages offerors to submit their Common Canadian MSRP price lists electronically, at time of bid closing, either by standard USB flash drive or CD-ROM. Acceptable formats are as follows: PDF, MSWORD, MS EXCEL. Paper copies are also acceptable. Email copies will not be accepted.

Section II: Financial Offer

Offerors must submit their financial offer (percentage discounts off of MSRP lists) in accordance with Annex A. Applicable taxes must be shown separately. Offerors may be required to provide, prior to issuance of any resulting Standing Offer, specific information with respect to their legal and financial status, to satisfy the requirement as stipulated in this solicitation.

Common Canadian Manufacturer's Suggested Retail Price Lists (MSRP) must be offered in Canadian Dollars (\$CAD) only.

1.1 Ordering and Payment of Invoices by Credit Card

Canada requests that offerors complete one of the following:

() Government of Canada Acquisition (credit) cards will be accepted for:

- () payment up to \$10,000, or
- () payment and orders up to \$10,000.

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The following Government of Canada Acquisition (credit) card(s) are accepted:

- ☐ VISA
- ☐ MasterCard

OR

☐ Government of Canada Acquisition (credit) cards will not be accepted for orders or payment of invoices.

The Offeror is not obligated to accept orders or payment by credit card. Acceptance of credit cards for orders or payment of invoices will not be considered as an evaluation criterion.

1.2 Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the offer non-responsive.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

Evaluation Criteria

In order to be issued a Standing Offer, Offerors must meet all of the following mandatory requirements and offer the greatest percentage discount off of the common Canadian Manufacturer's Suggested Retail Price List (MSRP) by manufacturer by sub-category.

A minimum of two (2) responsive offerors for each manufacturer, per sub-category, must be received in order for the manufacturer to be considered for inclusion in the NMSO.

Mandatory Criteria

To be eligible for issuance of a Standing Offer, Suppliers must meet ALL of the following Mandatory Criteria. Offerors must provide supporting documentation where requested. Simply stating that you meet each mandatory requirement is not sufficient to be deemed compliant. Responses to the following mandatory criteria must be provided under Annex D – Mandatory Criteria Response Template.

Mandatory Criteria #1:

Offerors must provide a copy of the most recent common Canadian Manufacturer's Suggested Retail Price List (MSRP) at time of bid closing; for each manufacturer offered. Offerors submitting for both the PSAB and non-PSAB SO's are not required to submit duplicate manufacturer price lists. One price list per manufacturer is all that is required.

Mandatory Criteria #2:

Offerors must provide written approval from each offered Manufacturer, authorizing the Offeror to sell their products across Canada.

Mandatory Criteria #3:

Of the following three (3) main categories (Fire, Safety and Rescue), Offerors must be capable of providing a minimum of 80% for Fire, 80% for Safety and 75% for Rescue of all the listed sub-categories (as defined in Annex A) in at least one (1) of the three (3) main categories.

Example: Capable of Providing

- 80% of all Fire related sub-categories (F-01, F-02, F-03, F-04, F-05, F-06) and/or;
- 80% of all Safety related sub-categories (S-01, S-02, S-03, S-04, S-05, S-06, S-07, S-08, S-09, S-10) and/or;
- 75% of all Rescue related sub-categories (R-01, R-02, R-03, R-04)

***Note to Offerors:** Offerors do not have to provide an offer for all three (3) Main categories in order to be considered for issuance of a Standing Offer. However, Offerors will only be considered for issuance of a Standing Offer for Main Categories in which they are capable of meeting Mandatory Criteria #3.

Mandatory Criteria #4:

Offerors must provide a toll-free telephone number and an email address for customer support, pricing inquiries and other Standing Offer related activities.

Mandatory Criteria #5:

The Offerors must provide a web site that's viewable in both English and French languages.

Mandatory Criteria #6:

The Offerors website must possess either an online "Product Search Function" (i.e a search tool) or a web link(s) to all available online product catalogues. (Note: Users must be able to view/search for all available NMSO products via the Offeror's website)

Mandatory Criteria #7:

For reasons of either extreme urgency or natural disaster, Offerors must provide the name, title and contact information for person(s) responsible for 24 hour emergency sales/support. In the event your organization does not have one (1) individual person responsible for such inquiries, a 24 hour hotline number would also be acceptable.

Mandatory Criteria #8:

Offerors must base their percentage discounts off the same Common Canadian Manufacturer's Suggested Retail Price List (MSRP) as provided directly by the Manufacturer to all suppliers, at time of bid closing.

***Note to Offerors:** Any Offeror who fails to provide the most recent Common Canadian Manufacturer's Suggested Retail Price List (MSRP) at date of bid closing or provides inconsistent pricing from that of what the manufacturer has provided the majority of its distributors, will be deemed non-compliant, removed from the process and will not be considered any further for that specific manufacturer.

****FAILURE TO COMPLY WITH ANY ONE OF THE MANDATORY CRITERIA ABOVE WILL RENDER YOUR OFFER NON-RESPONSIVE.**

2. Evaluation Methodology:

Offerors must offer MSRP percentage discounts under the terms and conditions specified herein, for manufacturers in the sub-categories described in Annex A.

The percentage discounts for manufacturers of items as described in the sub-categories will be evaluated in descending order of firm percentage discounts from the Manufacturer's most current Common Canadian Manufacturer's Suggested Retail Price List (MSRP) at time of bid closing.

3. Pricing Basis

The Offeror must quote percentage discounts off of common MSRP. The MSRP must be in Canadian dollars (\$CAD), Delivered Duty Paid (DDP) across Canada, applicable taxes extra. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

4. Basis of Selection

Offerors who meet all eight (8) mandatory criteria and offer the greatest percentage discount by manufacturer, by sub-category in Annex A will be recommended for issuance of a Standing Offer. Responsive PSAB Offers will be ranked separately from non-PSAB responsive Offers.

- a) All responsive offers will be considered.
- b) Only the manufacturers for which PSPC received a minimum of two (2) responsive offers per sub-category will be considered for the NMSO.
- c) Each awarded manufacturer will have two (2) Standing Offer Holders (i.e ranking system). The ranking system will be in descending order from the greatest percentage discount offered to the second best percentage discount offered.
- d) In the event of identical firm percentage discounts offered, an additional (may be more than two) Standing Offers will be issued for that particular manufacturer, in that sub-category.
- e) Offerors will only be eligible to provide Private Brands for sub-categories in which they are issued 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. Unless specified otherwise, 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.

1. Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer. Offerors submitting for both the PSAB and non-PSAB SO's are not required to submit duplicates for the following certifications. One certification per offer is all that is required

1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility 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.

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.

2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility 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.

2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](#) website

(http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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.

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the “FCP Limited Eligibility to Bid” list during the period of the Contract.

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

2.3 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.

Offerors' Authorized Representative Signature

Date

or

- B) The Offeror certifies that the Offeror meets and will continue to meet throughout the duration of the contract, 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' organization	Insert a checkmark for each criterion that is met
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.	

Offerors' Authorized Representative Signature

Date

2.4 Set-Aside for Aboriginal Business (PSAB SO Submissions Only)

1. This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4, Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.
2. The Offeror:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Offeror must check the applicable box below:

() The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

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Amd. No. - N° de la modif.
File No. - N° du dossier
hn336.E60HN-17FSRE

Buyer ID - Id de l'acheteur
hn336
CCC No./N° CCC - FMS No./N° VME

OR

☐ The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

4. The Offeror must check the applicable box below:

☐ The Aboriginal business has fewer than six full-time employees.

OR

☐ The Aboriginal business has six or more full-time employees.

5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.

6. By submitting an Offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

PART 6 - STANDING OFFER AND 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 to whom the Minister of the Department of Public Services and Procurement Canada can provide access to its procurement services and instruments. For a detailed list refer to Part 6A, Section 6 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 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 for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes 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.

A. STANDING OFFER

1. Offer

- 1.1** The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

2. Security Requirements

There is no security requirement applicable to this Standing Offer.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions 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.

3.1 General Conditions

2009 General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

The following articles are only applicable to Federal Identified Users:

Article 11, Integrity Provisions - Standing Offer

3.2 Periodic Usage Reports - Standing Offer

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "B". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: 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 data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

Failure to provide fully completed reports in accordance with the above instructions may result in the setting aside of the Standing Offer and the application of a vendor performance corrective measure.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from _____ to _____.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) twelve (12) month periods, from _____ to _____ under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority fifteen (15) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

If a call-up is issued by:

Federal Identified User:

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

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.

5.1 Standing Offer Authority

The Standing Offer Authority is:

Phillipe Bisson – Supply Officer

Public Works and Government Services Canada - Acquisitions Branch
Logistics, Electrical, Fuel and Transportation Directorate - "HN" Division
7B3, Place du Portage, Phase III, 11 Laurier Street, Gatineau, QC, K1A 0S5
Telephone: (873) 469-3345 Facsimile: (819) 953-4944
E-mail address: Phillipe.bisson@pwgsc-tpsgc.gc.ca

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

5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

5.3 Offeror's Representative

Name and telephone number of the person responsible for :
(will be inserted at issuance of standing offer)

Call-ups:

Name:

Telephone: (xxx) xxx-xxxx

Facsimile: (xxx) xxx-xxxx

E-mail:

Delivery follow-up

Name:

Telephone: (xxx) xxx-xxxx

Facsimile: (xxx) xxx-xxxx

E-mail:

6. Authorized Users

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.

6.2 Provincial/Territorial Identified User

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

- To be determined.

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.

6.3 Comprehensive Land Claim Settlement Agreements (CLCA's)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Authorized Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

7. Call-up Procedures

Before getting started:

- A) Identify the need/requirement;
- B) Research the requirement, decide which products best suits your needs;
- C) Identify the manufacturers of the products that meet your requirement;
- D) Ensure the manufacturers are approved for use under Annex A;

Step 1: When a requirement is identified, the user must identify the manufacturer of the requirement and ensure they are approved under the NMSO by appearing in the appropriate sub-category under Annex A. If approved, the Authorized User must then contact the offeror who holds the Standing Offer (SO), in the appropriate sub-category, requesting unit pricing and delivery for that particular manufacturer. It is the responsibility of the User to identify to the SO holder that the request is part of NMSO for Fire, Safety and Rescue equipment. This is done by identifying the appropriate Standing Offer number on all quote requests and call-up forms.

For requirements up to \$25,000: Authorized User should make call-ups against the Standing Offer that best meets their immediate needs. For requirements greater than \$25,000 and up to \$100,000: Authorized Users must compare pricing and select the manufacturer with the lowest cost. If the SO holder is unable to fulfill the need, the Authorized User is required to document its file appropriately and proceed to the SO holder (of that manufacturer) with the next highest percentage discount. For deliveries in CLCA areas, due to the potential high transportation costs, Authorized Users are permitted to obtain quotes from all the ranked Standing Offer Holders for the applicable sub-categories in order to obtain best overall value.

Step 2: If the SO holder is able to fulfil the need, the call-up is placed with the SO holder. Users must ensure the following information is included with all quote and/or call-up request forms:

- The appropriate Standing Offer number;
- The Common Canadian Manufacturer's Suggested Retail Price List (MSRP);
- The required Standing Offer MSRP percentage discount;
- The unit price with the required percentage discount subtracted; and
- Ensuring no additional shipping charges are included with the exception of deliveries to CLCA areas.

8. Call-up Instrument

8.1 Call-up Instrument for Federal Identified User

The Work will be authorized or confirmed by Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.

2. Any of the following forms could be used which are available through PWGSC Forms Catalogue website:

- PWGSC-TPSGC 942 Call-up Against a Standing Offer
- PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
- PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
- PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

OR

3. 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.

8.2 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 – Call-up document for Provincial/Territorial Identified User.

8.3 Transaction Requirements

When using a credit card to make a call-up, Authorized User(s) must submit the following information in writing to the vendor prior to confirmation of order:

- a) The Standing Offer number; and
- b) The quote number

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

8.4 Numbering of Call-ups paid for by Acquisition Cards.

For audit purposes, Authorized Users are to number Call-ups paid for by credit cards according to a unique and sequential numbering system. The following format is suggested (XXXX-YYMMDD-SS). XXXX represents the four last digits of the credit card number; YYMMDD represents the date of the order and; SS represents a sequential number for orders placed the same day.

9. Limitation of Call-ups

9.1 Limitation of Call-ups for Federal Identified User

- A) For Standing Offer (SO) holder “standard manufacturer” product lines listed under Annex A:
 - The individual call-up limitation is \$100,000.00 including all applicable taxes.
- B) For Standing Offer (SO) holder “private brand” product lines listed in Annex A:
 - The individual call-up limitation is \$25,000.00 including all applicable taxes.

Individually, SO defined private brands with or without SO “regular manufacturer products” may be purchased up to a maximum value of \$25,000.00 including all applicable taxes, as long as the \$100,000.00 individual requirement limitation is not exceeded.

“Private brands” will be permitted up to a maximum value not exceeding 100 percent of the pre-tax total value of all products, as long as the \$100,000.00 individual requirement limitation is not exceeded. The total value of an individual requirement is the sum of all SO “standard manufacturer product lines” and “private brands”, to be purchased through the NMSO, including all applicable taxes.

For requirements above \$100,000.00 but below \$400,000.00:

For individual requirements exceeding \$100,000.00, but below \$400,000.00, the Identified User must obtain written approval from the Standing Offer Authority before proceeding with the call-up. The Identified User must submit a copy of the SO quote, call-up request and all supporting documentation to the Standing Offer Authority for review and written approval. Call-up requests above the call-up limitation will be reviewed on a case by case basis and approval to exceed the \$100,000.00 limitation is not guaranteed.

For requirements above \$400,000.00:

Should an individual requirement above \$100,000.00 not be approved by the Standing Offer Authority or exceed the call-up limitation of \$400,000.00, a detailed funded requisition (9200) must be submitted to PSPC for processing as a separate requirement in accordance with PSPC standard policies and procedures.

In exceptional circumstances, a call-up for a requirement over \$400,000.00 may be issued by PSPC.

9.2 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.

10. Websites and Support Documents for Federal Identified Users

The PWGSC Standing Offer Index (SOI) website will support the following documents as well as a link to the FSRE website for each Offeror:

- 1) View Standing Offer: Provides SO holder specific information including the Standing Offer agreement document, amendments generated over the life of the SO and annexes to the SO document that include the list of authorized distributors for manufacturers
- 2) Related SO Information: Provides a link directly to the FSRE website containing sections dedicated to the FSRE SO Call-up Procedures, SO Supplier Listings, Product Category definitions, Frequently Asked Questions as well as access to Manufacturer Suggested Retail Price (MSRP) Lists.
- 3) View Tombstone: Provides quick reference tombstone data

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the

wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2009, General Conditions - Standing Offers - Goods or Services (See Annex F);
- d) the general conditions 2015A, General Conditions - Goods, Services (Medium Complexity) (See Annex G);
- e) Annex A – Firm percentage discounts offered from Manufacturer's MSRP;
- f) Annex B – Periodic Usage Reports - Standing Offer;
- g) Annex C – Manufacturers Authorization Letters Template;
- h) Annex D – Mandatory Criteria Response Template;
- i) Annex E – Federal Contractors Program for Employment Equity Certification;
- j) the Offeror's offer _____

12. Certifications - Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation 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.

13. Applicable Laws

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

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.

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 to whom the Minister of the Department of Public Services and Procurement Canada can provide access to its procurement services and instruments. For a detailed list refer to Part 6A, Section 6 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 Contractor 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 for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Contractor recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes 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.

1. Requirement

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

2. Standard Clauses and Conditions

2.1 General Conditions

2015A, General Conditions – Goods (Medium Complexity) 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 27 – Contingency Fees

Section 29 – Integrity Provisions – Contract

Section 31 – Code of Conduct for Procurement - 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) Article 15 of General conditions 2015A 15 Payment Period, does not apply for payments made by credit card.

(c) 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.

2.2 SACC Manual Clauses

SACC Reference	Section	Date
B1501C	Electrical Equipment	2006-06-16
B7500C	Excess Goods	2006-06-16

3. Term of Contract

3.1 Delivery Date

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

3.2 SACC Manual Clauses - Federal Identified Users

SACC Reference	Section	Date
A9006C	Defence Contract	2012-07-16
A9131C	Controlled Goods Program	2014-11-27
B4060C	Controlled Goods	2011-05-16

4. Payment

4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, calculated based on Annex A of the Standing Offer firm percentage discounts offered from the applicable Manufacturers Suggested Retail Price List (MSRP), as approved by the Standing Offer Authority, in Canadian Dollar, Delivered Duty Paid (DDP) Incoterms 2000. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Please note: Additional transportation costs may be submitted for deliveries within CLCA areas.

4.2 Single Payment

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment

4.3 SACC Manual Clauses

SACC Reference	Section	Date
C2611C	Customs Duties - Contractor Importer	2007-11-30
D0050C	End User Certificate	2007-05-25

4.4 Payment by Credit Card *(if applicable)*

The following credit cards are accepted: _____ and _____.

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) as indicated in the "special instructions" block on the Call-up Against a Standing Offer form.

6. Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance

7. SACC Manual Clauses (Delivery)

SACC	Section	Date
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D6010C	Palletization	2007-11-30
D3010C	Dangerous Goods/Hazardous Products	2016-01-28
D3015C	Dangerous Goods/Hazardous Products	2014-09-25
B1505C	Shipment of Hazardous Materials	2016-01-28
D9002C	Incomplete Assemblies	2007-11-30

7.1 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

- (a) Delivered Duty Paid (DDP), to the identified destination in the call-up (anywhere in Canada), Incoterms 2000 for shipments from a commercial contractor.

8. Bi-Annual MSRP Update Mechanism

Percentage discounts provided by each Standing Offer holder will remain fixed for the duration of the Standing Offer. However, Offerors will be given an opportunity to update the Manufacturer's suggested retail price lists (MSRP) on a bi-annual basis to accommodate manufacturer price adjustments.

Updates to the MSRP lists will only be accepted on or before the following dates and must be reviewed and approved by the Standing Offer Authority prior to implementation.

1st submission: April 1st

2nd submission: October 1st

It is the responsibility of each Standing Offer Holder to obtain the updated MSRP list directly from the manufacturer and pass it along to the Standing Offer Authority for review. The SO Authority will then review each MSRP update to determine its reasonableness.

By reviewing current commodity prices using the Consumer Price Index (CPI) as a reference tool, the SO Authority will either reject or approve each proposed MSRP update. Once a decision has been made, the Standing Offer Authority will then notify the Standing Offer Holders in writing.

Notes to Offerors:

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Client Ref. No. - N° de réf. du client
E60HN-17FSRE

Amd. No. - N° de la modif.
File No. - N° du dossier
hn336.E60HN-17FSRE

Buyer ID - Id de l'acheteur
hn336
CCC No./N° CCC - FMS No./N° VME

-
- 1) Standing Offer Holders using updated price lists not approved by the Standing offer Authority, will have Canada set-aside their Standing Offer.
 - 2) In the event that only one (1) Standing Offer Holder submits the most recently updated MSRP list for a specific manufacturer, in a specific sub-category, the most recent MSRP list will be used for all Standing Offer Holders of that specific manufacturer, in that specific sub-category.

ANNEX A - Firm percentage discounts offered from Manufacturer's (MSRP)

Offerors must provide their percentage discounts, per manufacturer, for each sub-category they wish to be considered for issuance of a SO by completing the following Annex.

Annex A is organized as follows:

There are 3 main categories under the RFSO, with 20 sub-categories.

Main Categories Description	Sub-category Description
FIRE EQUIPMENT (F-01 to F-06)	F-01: Fire Fighting Equipment F-02: Portable Fire Pumps F-03: Firefighting foam & Equipment F-04: Hose Testers F-05: Ladders F-06: Fire Extinguishers and related equipment
SAFETY EQUIPMENT (S-01 to S-10)	S-01: Confined space breathing/ Gas detection Equipment S-02: Protective Gloves S-03: Head Protection S-04: Ear Protection S-05: Spill Containment, Prevention & Storage S-06: Signage S-07: Eye Protection S-08: Portable Wash Stations/Basins S-09: Portable Ventilation Fans S-10: Lighting
RESCUE EQUIPMENT (R-01 to R-04)	R-01: Man-down Alarms R-02: Rescue Equipment & Training Aids R-03: Fall Arrest Equipment R-04: Extrication Tools & Struts Kits

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Main Category 1: Fire Equipment		
Sub-category Description	Manufacturers	Offered Percentage Discount (%)
F-01: Fire Fighting Equipment: Fire hoses, hose nozzles, hose couplings, camlocks, caps and plugs, elbow connections, fire house ramps, hose, winders, flanges, strainers, valves, gaskets, gauges, jacks, racks, airbag lifting kits, claw tools, axes and related, hand extrusion/ forcible entry tools, fire hydrant wrenches, buckets.	Akron Brass	
	Alfagomma	
	All American Fire Hose	
	Angus	
	Armored Textiles	
	Bullard	
	Canada Metal Pacific	
	Checkers	
	Dixon	
	Dixon/ Northline	
	Elkhart Brass	
	Fire Hook Unlimited	
	Firepen	
	Flamefighter	
	G HJUKSTROM LTD	
	Great West Metal	
	Greenline Hose and Fittings	
	Harrington Inc.	
	Hastings Brass Ltd.	
	Highwater Hose	
	Holmatro	
	IRP (Industrial Rubber Products)	
	Key Firehose	
	Kochek	
	Lakeland	
	Leatherhead Tools	
	Les Textiles Mercedes	
	National Fire Equipment	
	Niedner	
	Paratech Inc.	
	Protek Fire	
	Scotty FireFighter	
	Steel Fire Equipment	
	Task Force Tips	
	Vetter	
	Waterax	
F-02: Portable Fire Pumps: High volume pumps, mid range pumps, high pressure pumps, high pressure-volume pumps, de-watering pumps, floating pumps, backpack pumps, hand pumps, portable pump accessories.	Akron	
	CET	
	Honda	
	Hudson	
	Les Textiles Mercedes	
	Ottawa Brass	
	Shibaura Rabbit	
	Tohatsu	
	Waterax	
	WS Darley	
	Xstream	

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F-03: Firefighting foam & Equipment: Class A foams, Class B foams, Foam agents, handline nozzles and eductors, foam solution test instruments, monitors, master foam monitor nozzles, Air-Aspirating foam nozzles, portable foam carts, foam stations.	3M	
	Akron Brass	
	Angus	
	Ansul	
	Baum's Novacool	
	Chemguard	
	Elkhart Brass	
	Hastings Brass	
	Hazard Control Technologies	
	ICL Performance Products	
	Ottawa Brass	
	Scotty FireFighter	
	Solberg	
	Task Force Tips	
	TYCO Ltd.	
	WS Darley	
F-04: Hose Testers: Fire hose outlet tester, portable flow and pressure meter, hydrostatic test pump, line cage, hose tester accessories.	Akron Brass	
	Dixon/ Northline	
	Elkhart Brass	
	Flamefighter	
	Hastings Brass Ltd.	
	Maxxera	
	Rice Hydro Equipment	
	Steel Fire Equipment Ltd.	
F-05: Ladders: Ridged ladders, expanding ladders, escape ladders, rope ladders, rolling ladders, dual sided ladders, telescopic ladders, ladder jacks, ladder bumpers, ladder mounts, ladder accessories.	AGF	
	Alco-lite	
	CET - Ladder	
	Duo safety	
	Equiptec	
	Featherlite Ladders	
	Kidde	
	Lifesafe Engineering	
	Lobo Systems	
	Louisville Ladders	
	Steel Fire Equipment Ltd	
	Werner Ladders	
F-06: Fire Extinguishers and related equipment: Water extinguisher, foam extinguisher, dry chemical (powder) extinguisher, carbon dioxide extinguisher, vaporizing liquid (non-halon clean agents) extinguisher, Halon, wet chemical, Class D extinguisher, powders, liquids, fire extinguisher cases, hangers, brackets and accessories.	Amerex	
	Ansul Inc	
	Hazard Control Technologies	
	Kidde Canada (Pyrene/Angus)	
	Ottawa Brass	
	Statx	
	Steel Fire Equipment	
	Ziamatics	

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Main Category 2: Safety Equipment (Part 1)		
Sub-category Description	Manufacturers	Offered Percentage Discount (%)
<p>S-01: Confined space breathing/ Gas detection Equipment:</p> <p>Supplied air respirators, emergency breathing supply system, air masks, portable air supply systems, positive pressure full mask, constant flow airline respirator, pressure demand airline respirators, supply hood, constant flow airline accessories, air cylinders, communications systems (Voice Amplifier), respirator mask and filters, dust mask, disposable gas tight suit, Hazmat Suits, Air purifying respirators, accessories.</p> <p>Gas detection equipment, air quality detection equipment, CO/ CO2 detectors/ testers, multigas detectors, smoke detectors</p>	3M (Including Quest and Aearo)	
	Accu-Tec-His	
	AE Ralston LTD.	
	Air Liquid	
	Air Systems International	
	Allegro	
	BioSystems by Honeywell	
	Bullard Ltd.	
	BW technologies by Honeywell	
	Can-Sling by Capital Safety	
	Capital Safety Group of Canada	
	Concept Controls	
	DBI Sala by Capital Safety	
	Dentec Safety Inc.	
	Draeger	
	Dynamic Safety Products	
	Dupont Ltd.	
	Ergodyne	
	Gastec	
	GFG	
	Honeywell (Formerly Bilsom)	
	Honeywell (Formerly Dalloz)	
	Honeywell (Formerly Sperian)	
	Honeywell (Formerly Survivair)	
	Honeywell Analytics	
	Industrial Scientific	
	Innova (Xtirpa)	
	Interscan Corporation	
	Interspiro	
	Ion Science	
	Jordair	
	Kappler	
	Kidde	
	Kimberley Clark	
	Lakeland	
	Landtec	
	Leader North America	
	Miller by Honeywell	
	Moldex Ltd.	
	MSA	
	North by Honeywell	
	Petzl	
	PMI	
	Quest	
	QuietPRO by Honeywell	
	RAE Systems by Honeywell	
	Ralston Inc.	
	Savox	
	Scott Safety	
	Sensidyne	
	Slbata	
	Sperian	
	Thermo Fisher	
	TSI	
	US Safety	
	Zenith Safety	

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S-02: Protective Gloves: Hardware and accessories	3M	
	Ansell	
	BDG	
	Bob Dale Gloves	
	Cestus Armored Gloves	
	Decade	
	Dragon Fire	
	Dupont Ltd.	
	Ergodyne	
	FireCraft Safety Products	
	Gander	
	Glove Crafters Inc.	
	Groupe BBH	
	Honeywell (Formerly Bacou-Dalloz)	
	Honeywell (Formerly Sperian)	
	Impacto	
	Innotex	
	Ironclad	
	Jomac	
	Kimberley Clark	
	Laurentide by Projob	
	Mapa Gloves	
	Marigold	
	MCR Gloves	
	Mechanix Wear	
	Microflex Corp.	
	National Safety Apparel	
	North by Honeywell	
	Perfect Fit by Honeywell	
	Protective Industrial Products	
	QRP	
	Ringers Glove	
	Ronco	
	Showa-Best Gloves Inc.	
	Southcombe Brothers	
	Starfield Lion	
	Superior Glove Work LTD.	
	Techtrade	
	Tuff grade	
	Viking	
	Watson	
	Zenith Safety	
S-03: Head Protection: Hardware and accessories	3M (including AEARO)	
	AGO Industries	
	Bullard	
	CMC	
	Dentec Safety Inc.	
	Draeger	
	Dynamic Safety Products	
	ERB Products	
	Fibermetal by Honeywell	
	Honeywell (Formerly (Bacou Dalloz)	
	Howard Leight by Honeywell	
	Lakeland Fire	
	MSA	
	MSA (Formerly Cairns)	
	National Safety Apparel	
	North by Honeywell	
	Petzl	
	PMI	
	Protective Industrial Products	
	Thermo Cool	
	Thermo Heat	

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S-04: Ear Protection: Ear muffs, plugs and accessories.	3M (including Aearo)	
	Hellburg	
	Honeywell (Formerly Bilsom)	
	Honeywell (Formerly Dalloz)	
	Howard Leight by Honeywell	
	Invisio	
	Moldex	
	MSA	
	North by Honeywell	
	Peltor by 3M	
	QuietPRO by Honeywell	
	Sensear Inc.	
	Shoebox	
	Smart	
	Tasco	
	TEA Headsets	
	Tremetrics	
	Zenith Safety	
S-05: Spill Containment, Prevention & Storage: Cabinets, lockers, drums, barrels, boxes, bins, sheds, hazmat stations, spill kits & containment pallets, drum cradles, cans, pails, containers, containment berms & barriers, chemical and granular sorbents, Sorbent booms, pads pillows, socks , acid neutralizers, liquid solidifiers and accessories.	3M	
	Annapolis Valley Peat Moss	
	Axiom Oilfield Solutions	
	Bradley	
	Canross Eagle	
	Denios	
	Encon	
	Enpac	
	Eagle Manufacturing	
	GearGrid	
	Golden Environmental	
	HAWS	
	Herbert Williams	
	Justrite	
	North by Honeywell	
	Permafil	
	Prevor	
	Quatrex	
	Rupture Seal	
	SEI	
	SPC Sorbent Products	
	Spilkleen	
	Spillninja	
	Spilltech	
	UltraTech	
	Zenith Safety	

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Main Category 2: Safety Equipment (Part 2)		
Sub-category Description	Manufacturers	Offered Percentage Discount (%)
S-06: Signage: Signs, labels, stickers, cones, pylons, vests, flags, tapes, safety barriers, sign holders, traffic wands and accessories.	3M	
	Accuform Signs	
	Allegro	
	Alliance Mercantile	
	Banner Stakes	
	Big Bill	
	Brady	
	Care-Flare	
	CH Hanson	
	Cortina	
	Dynamic Safety	
	Enpac	
	GH Factory	
	North by Honeywell	
	Protective Industrial Products	
	Rubbermaid	
	Safe and Sound	
	Salisbury by Honeywell	
	Talott	
	Tensator	
	Top Tape	
	Trinitec	
	Wasip	
	Zenith Safety	
	Zing Signs	
S-07: Eye Protection: Spectacles, goggles, masks, shields, Welding visors, cases and accessories.	3M (Including Aearo)	
	Bolle Safety	
	Bradley	
	Bullard Mfg. Co. Ltd.	
	Crews	
	Dynamic Safety	
	Edge Eyewear	
	Emergency First Aid Ltd.	
	Encon	
	Fibermetal by Honeywell	
	Haws	
	Honeywell (Formerly Bacou-Dalloz)	
	Honeywell (Formerly Sperian)	
	Kimberly Clark	
	MSA	
	North by Honeywell	
	Pyramex	
	Speakman	
	US Safety	
	Uvex by Honeywell	
	Zenith Safety	

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S-08: Portable Wash Stations/Basins: Portable safety shower stations, eyewash stations, basins and accessories.	3M (including Aearo)	
	Bradley	
	Crews	
	Dynamic Safety Products	
	Emergency First Aid Ltd.	
	Encon	
	Fendall by Honeywell	
	Fibremetal by Honeywell	
	Guardian Safety	
	Haws	
	Honeywell (Formerly Sperian)	
	Honeywell (including Dalloz)	
	Innovative Safety	
	Kimberly Clark	
	MSA	
	North by Honeywell	
	Prevor	
	Pyramex	
	Quatrex Inc.	
	SPC Sorbent Products	
	Speakman	
S-09: Portable Ventilation Fans: Hoods, blowers, box, floor and tilt drum fans, flexible ducting, fan filters & screens, confined space ventilation and blowers, intake & exhaust flanges, accessories.	Spill Kleen	
	Tennessee Mat (Wearwell Inc.)	
	UltraTech International Inc.	
	Air Systems Intern'l	
	Airking	
	Allegro	
	Blowhard	
	Bullard Mfg. Co. Ltd.	
	Dri-Eaze	
	Euramco	
	Leader Fan	
	Matrix	
	Milwaukee Tools	
S-10: Lighting: Portable lighting kits, string lights, beacons, flood lights, flashlights, headlamps, stands, Hand/Work/Trouble lights, lighting cases and accessories.	Port-a-Cool	
	Qmark-Marley Industrial	
	Ramfan/Euramco	
	SuperVac	
	Air Systems International	
	Akron Brass	
	Bayco	
	Coast Portland	
	ENERGIZER	
	Eveready Ltd.	
	Foxfury	
	Kohler/Brightstar	
	Lind Equipment	
	Mag-Lite Ltd.	
	Milwaukee Tools	
	Northern Light	
	Pelican	
	Petzl Ltd.	
	Prime-lite	
	Rayovac	
	Streamlight	
	UK Kenitics Ltd.	
	Underwater Kinetics Canada	
	Zenith Safety	

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Main Category 3: Rescue Equipment		
Sub-category Description	Manufacturers	Offered Percentage Discount (%)
R-01: Man-down Alarms: Man-down Alarms	Draeger	
	Grace	
	MSA	
	Scott	
R-02: Rescue Equipment & Training Aids: Backboards, ropes, pulleys, blocks, stretchers, rescue hauling kits, rigging, harnesses, straps, splints, carabiners, webbing, ascenders, rope bags, retrieval kits, splints, seatbelt cutters, evacuation chairs, confined space tripod/ davit arms/ winches, tool holders & accessories. Training Aids: mannequins, simulaids	3M	
	Air Systems Intern'l	
	Ben-Mor	
	Canada Cordage	
	Cancord Ltd.	
	Can-Sling by Capital Safety	
	Capital Safety Group Canada	
	Consolidated Cordage	
	CMC Rescue	
	DBI Sala by Capital Safety	
	Dentec Safety Inc.	
	Dynamic	
	Emergency First Aid Ltd.	
	Ergo-Dyne	
	Ferno	
	Honeywell (including Dalloz)	
	Innovative Safety	
	LiftSafe Engineering	
	Mechanix Wear	
	Miller by Honeywell	
	MSA	
	New England Rope	
	NRS	
	North by Honeywell	
	Petzl Inc.	
	PMI	
	Ronin Safety & Rescue	
	Safecross	
	Simulaid	
	Wasip	
	Zoll	
R-03: Fall Arrest Equipment: Tie-back shock absorbing lanyards, boom belts, sure stop lanyards, tool lanyards, arcsafe harnesses, full body safety harness, self retracting lanyards, self-locking hubs, rear front side and shoulder attachments, restraint lanyards, spreader bars, connector straps/ cables, accessories. Pole climbing equipment: belts, climbers and gaff guards, foot plates pads, holsters, pole straps and accessories.	3M	
	Canada Cordage	
	Cancord Ltd.	
	Can-Sling	
	Capital Safety Group of Canada	
	DBI-Sala	
	Dentec Safety Inc.	
	Dynamic Safety	
	Elk River	
	Ergodyne	
	Honeywell (Formerly Dalloz)	
	Innova (Xtirpa)	
	Jelco	
	Klein	
	LiftSafe Engineering	
	Miller	
	Mechanix Wear	
	MSA	
	New England Rope	
	Norguard	
	North by Honeywell	
	Petzl Inc.	
	PMI	
	Protecta	
	Proto	
	Sala	
	Sellstrom	
	Yates	

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R-04: Extrication Tools & Struts Kits: Hydraulic Rescue Tools, hydraulic pumps, power units, hand pumps, cutters heads, spreader heads, ram heads, combination tool heads, wrenches, hoses and wheels, rescue saws, cutting blades/wheels and extrication accessories, Strut kits, strut extensions, swivel base, rigid base, strut regulator, air hoses, deployable raker rail system, monopod/pulley kits, shoring hammer, lifting bags, air cushions, vehicle stabilizing kits, and accessories.	Amkus Rescue Systems	
	Cutters Edge	
	Holmatro	
	Hurst Ltd.	
	Idex	
	Milwaukee Tools	
	Paratech Inc.	
	Powerhawk	
	Rescue 42	
	Res-Q-Jack	
	Rhyno Tools	
	Stanley Rescue	
	TNT Rescue Systems Inc.	
	Ziomatic Corp.	

Note to Offerors: All products offered under subsequent S.O's must meet the following Standards; NIOSH (National Institute for Occupational Safety and Health), CSA (Canadian Standards Associations), UL (Underwriters Laboratory), ULC (Underwriters Laboratory Canada), and/or NFPA (National Fire Protection Association) certifications as Appropriate.

No pharmaceuticals and medical supplies are to be provided against any resulting Standing Offer.

Pharmaceuticals and medical supplies include the following:

- Items for the medical and related professions;
- Drugs, chemicals of medicinal grade, and preparations subject to the Food and Drugs Regulations, the Controlled Drugs and Substances Act and the Narcotic Control Regulations, which may be listed in the Canadian Formulary (CF), the United States Pharmacopoeia (USP), the National Formulary (NF), the British Pharmacopoeia (BP) and the British Pharmacopoeia Codex (BPC);
- Medicated cosmetics and toiletries;
- Surgical dressing materials;
- Medical and surgical instruments, equipment and supplies;
- First aid kits and related items;

Other exclusions:

- Other equipment, supplies already covered by other standing offer agreements.
- Firefighting gloves, boots, helmets, jackets, pants, turnout gear;
- Infection control products, SCBA testing instruments, Consoles,
- Heat tracers, Thermal Imaging Cameras (TIC) and accessories;
- No services are to be included in any resulting Standing Offer

Private Brands

Offerors are requested to provide the names, descriptions and copies of the most recent Canadian MSRP for all 'Private Brands' they wish to submit for review and potential inclusion under the NMSO. Offerors must also clearly identify below, in which sub-category they wish their Private Brand to be considered under Annex "A", along with the corresponding MSRP percentage discount.

This information will then be reviewed by the Standing Offer Authority to ensure each Private

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Brand respects the intent of the NMSO. PSPC reserves the right to reject any Private Brand that does not meet the intent of the NMSO.

Offerors will only be permitted to include their 'Private brands' under a sub-category in which they are awarded a Standing Offer.

F-01: Fire Fighting Equipment	
<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	
F-02: Portable Fire Pumps	
<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	

F-03: Firefighting foam & Equipment	
<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	

F-04: Hose Testers	
<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	

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F-05: Fire Extinguishers and related equipment

F-05: Fire Extinguishers and related equipment	
<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	

F-06: Fire Extinguishers and related equipment

F-06: Fire Extinguishers and related equipment	
<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	

S-01: Confined space breathing/ Gas detection Equipment

S-01: Confined space breathing/ Gas detection Equipment	
<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	

S-02: Protective Gloves

S-02: Protective Gloves	
<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	

S-03: Head Protection

S-03: Head Protection	
<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	

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S-04: Ear Protection	
<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	

S-05: Spill Containment, Prevention & Storage	
<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	

S-06: Signage	
<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	

S-07: Eye Protection	
<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	

S-08: Portable Wash Stations/Basins	
<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	

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S-09: Portable Ventilation Fans	
Manufacturer of Private Brand	Offered Percentage Discount (%)
1)	
2)	
3)	

S-10: Lighting	
Manufacturer of Private Brand	Offered Percentage Discount (%)
1)	
2)	
3)	

R-01: Man-down Alarms	
Manufacturer of Private Brand	Offered Percentage Discount (%)
1)	
2)	
3)	

R-02: Rescue Equipment & Training Aids	
Manufacturer of Private Brand	Offered Percentage Discount (%)
1)	
2)	
3)	

R-03: Fall Arrest Equipment	
Manufacturer of Private Brand	Offered Percentage Discount (%)
1)	
2)	
3)	

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R-04: Extrication Tools & Struts Kits	
<i>Manufacturer of Private Brand</i>	<i>Offered Percentage Discount (%)</i>
1)	
2)	
3)	

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ANNEX B - Periodic Usage Reports - Standing Offer

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed herein. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: 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 data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

Failure to provide fully completed reports in accordance with the above instructions may result in the setting aside of the Standing Offer and the application of a vendor performance corrective measure.

(The electronic 'Usage Report' will be provided after the issuance of a Standing offer)

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ANNEX C - Manufacturers Authorization Letters

Offerors must provide a recently completed Manufacturers Authorization Letter (See below) for EACH manufacturer being offered. The manufacturer's letters must be provided with the offer at time of bid closing. These letters must be under the letterhead of the manufacturer, signed by the representative indicated in the Offerors Technical Offer and should have the absolute authority to designate agents / distributors.

The Manufacturers Authorization Letter must contain all of the information that's requested in the below template.

An Offeror cannot provide a percentage discount for a manufacturer that has not been validated by providing the Standing Offer Authority with a rightfully signed authorization letter.

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Manufacturers Authorization Letter Template

Department of Public Works and
Government Services Canada
Place du Portage Phase III,
11 Laurier St., 7B3
Gatineau, Quebec
K1A 1C9

Date

Attention: Phillipe Bisson

Reference: E60HN-17FSRE

This letter certifies that 'Insert Offerors Company Name' is an authorized dealer of 'Insert Manufacturers Company Name' products and is approved to supply our Fire, Safety and Rescue Equipment to the Government of Canada through the NMSO E60HN-17FSRE.

The offeror named above is authorized to sell the above named manufacturer's products across Canada.

'Insert Manufacturers Company Name' guarantees that it has directed its products to be organized in the identical sub-categories (as shown below) for all Offerors authorized for the same product lines.

Main Categories Description	Sub-category Description
FIRE EQUIPMENT (F-01 to F-06)	F-01: Fire Fighting Equipment F-02: Portable Fire Pumps F-03: Firefighting foam & Equipment F-04: Hose Testers F-05: Ladders F-06: Fire Extinguishers and related equipment
SAFETY EQUIPMENT (S-01 to S-10)	S-01: Confined space breathing/ Gas detection Equipment S-02: Protective Gloves S-03: Head Protection S-04: Ear Protection S-05: Spill Containment, Prevention & Storage S-06: Signage S-07: Eye Protection S-08: Portable Wash Stations/Basins S-09: Portable Ventilation Fans S-10: Lighting
RESCUE EQUIPMENT (R-01 to R-04)	R-01: Man-down Alarms R-02: Rescue Equipment & Training Aids R-03: Fall Arrest Equipment R-04: Extrication Tools & Struts Kits

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'Insert Manufacturers Company Name' has agreed to utilized “MSRP” as a pricing base point as indicated on the supplied common MSRP price list and guarantees that all requesting Offerors have been provided the identical common MSRP for their product lines.

'Insert Offerors Company Name' has agreed to identify a Manufacturer Contact Person for each manufacturer. The name and current contact details of each contact person are provided below.

Manufacturer:	_____
Region:	_____
Contact Name:	_____
Title:	_____
Telephone No.	_____
Facsimile No.	_____
E-mail address:	_____

Best Regards,
[Signature]

Name of Highest Ranking
Authorized Representative
Title,
Manufacturers Company Name
Phone number
E-mail address

ANNEX D - Mandatory Criteria Response Template

Mandatory Criteria #1:

Offerors must provide a copy of the most recent Canadian common Manufacturer's Suggested Retail Price List (MSRP) at time of bid closing; for each manufacturer offered.

Compliant	Non-compliant

Mandatory Criteria #2:

Offerors must provide a written authorization letter (as per Annex C) from each Manufacturer, authorizing the Offeror to sell their products in Canada.

Compliant	Non-compliant

Mandatory Criteria #3:

Of the following three (3) main categories (Fire, Safety and Rescue), Offerors must be capable of providing a minimum of 80% for Fire, 80% for Safety and 75% for Rescue of all the listed sub-categories (as defined in Annex A) in at least one (1) of the three (3) main categories.

Example: Capable of Providing

- 80% of all Fire related sub-categories (F-01, F-02, F-03, F-04, F-05, F-06) and/or
- 80% of all Safety related sub-categories (S-01, S-02, S-03, S-04, S-05, S-06, S-07, S-08, S-09, S-10) and/or
- 75% of all Rescue related sub-categories (R-01, R-02, R-03, R-04)

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Main Category Description	Sub-category Description	Capable of Providing
Fire (F-01 to F-06)	F-01: Fire Fighting Equipment	
	F-02: Portable Fire Pumps	
	F-03: Firefighting foam & Equipment	
	F-04: Hose Testers	
	F-05: Ladders	
	F-06: Fire Extinguishers and related equipment	
Safety (S-01 to S-10)	S-01: Confined space breathing/ Gas detection Equipment	
	S-02: Protective Gloves	
	S-03: Head Protection	
	S-04: Ear Protection	
	S-05: Spill Containment, Prevention & Storage	
	S-06: Signage	
	S-07: Eye Protection	
	S-08: Portable Wash Stations/Basins	
	S-09: Portable Ventilation Fans	
	S-10: Lighting	
Rescue (R-01 to R-04)	R-01: Man-down Alarms	
	R-02: Rescue Equipment & Training Aids	
	R-03: Fall Arrest Equipment	
	R-04: Extrication Tools & Struts Kits	

Mandatory Criteria #4:

Offerors must provide a toll-free telephone number and an email address for customer support, pricing inquiries and other Standing Offer related activities.

Telephone Number	Email Address

Mandatory Criteria #5:

The Offerors must provide a website that's viewable in both English and French languages.

Compliant	Non-compliant

Mandatory Criteria #6:

The Offerors website must possess either an online “Product Search Function” (i.e a search tool) or web link(s) to all available online product catalogues. (Note: Users must be able to view/search for all available NMSO products via the Offeror’s website). Please indicate, with an (X), which selection is applicable to you.

Product Search Function	Web link(s) to all available Product Catalogues	Non-compliant

Mandatory Criteria #7:

For reasons of either extreme urgency or natural disaster, Offerors must provide the name, title and contact information for person(s) responsible for 24hour emergency sales/support. In the event your organization does not have one (1) individual person responsible for such inquiries, a 24 hour hotline number would also be acceptable.

Contact Name and Title	Telephone Number	Email address

Mandatory Criteria #8:

Offerors must base their percentage discounts off the same Common Canadian Manufacturer’s Suggested Retail Price List (MSRP) as provided directly by the Manufacturer to all suppliers, at time of bid closing.

Compliant	Non-compliant

ANNEX E - Federal Contractors Program for Employment Equity Certification

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's website](#).

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- ☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

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

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

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

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ANNEX F - General Conditions 2009 – Standing Offers – Goods or Services

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

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, authorized 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 to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments, 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, the Authorized 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.

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 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 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.

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

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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 - (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 to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments, which are identified in the Standing Offer;

"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 Authorized User

All rights, remedies, powers and discretions granted or acquired by the Authorized User 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 the Authorized User to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between the Authorized User and the other Party or Parties. The Contractor must not represent itself as an agent or representative of the Authorized User to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of the Authorized User. 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. Authorized Users are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by the Authorized User 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 the Authorized User'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](#), the Authorized User 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 Authorized User'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 Authorized User (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 *

*This clause is applicable where payment of interests of overdue accounts is not prohibited by law in an Authorized User's jurisdiction.

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, the Authorized User 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. The Authorized Users may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to the Authorized Users by the Contractor which, by virtue of the right of set-off, may be retained by the Authorized Users.

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.