



**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 - Portable Generator NMSO	
Solicitation No. - N° de l'invitation E60HN-17GNTR/A	Date 2018-01-08
Client Reference No. - N° de référence du client E60HN-17GNTR	GETS Ref. No. - N° de réf. de SEAG PW-\$\$HN-468-74084
File No. - N° de dossier hn468.E60HN-17GNTR	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-02-20	
Time Zone Fuseau horaire Eastern Standard Time EST	
Delivery Required - Livraison exigée	
Address Enquiries to: - Adresser toutes questions à: Haroutounian, Rosanna	Buyer Id - Id de l'acheteur hn468
Telephone No. - N° de téléphone (819)420-2076 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: As per call-up	
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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This Request for Standing Offers (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 SOs.

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

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

Procurement Strategy for Aboriginal Business (PSAB)

(Offeror must have a valid Aboriginal Business Certification)

And/or

Non-PSAB (General Offeror)

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 title:

- **Annex A – Requirement and Basis of Payment**

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

1.1 Introduction

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

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

The Annexes include the Requirement and Basis of Payment, the Periodic Usage Report agreement, Commercial General Liability Insurance, the General Conditions 2009 – Standing Offers – Goods or Services, and the General Conditions 2015A – Goods (Medium Complexity). The attachments include the Emergency Contact Information form and the Call-up document for provincial/territorial identified user.

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 Identified User requests such goods, services or both, in accordance with the conditions set out in the Standing Offer.

No Obligation

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

Exclusionary Clause

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

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

1.2 Summary

1.2.1 Requirement

Public Works and Government Services Canada on behalf of any government department, agency or Crown corporation listed in Schedules I, I.1, II, III of the Financial Administration Act, R.S., 1985, C.F-11, as well as Provincial/Territorial Identified Users, has a requirement to issue up to four National Master Standing Offers in each of the two categories for the supply of portable generators – Inverter Generators and AC/Conventional Generators – identified in Annex A.

The RFSO is to establish National Master Standing Offers for the delivery of the requirement detailed in the RFSO to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

This RFSO may result in both PSAB and non-PSAB Offerors being issued an 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>.

1.2.2 Authorized Users

Any Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, is authorized by the Standing Offer Authority to make call-ups against the Standing Offer

(see Key Terms below for definitions of Federal Identified User and Provincial/Territorial Identified User).

1.2.3 Standing Offer Duration

The National Master Standing Offer(s) will be for a period of two (2) years with the option to extend for one (1) additional one-year period.

1.2.4 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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA), except for PSAB offers submitted.

1.3 Security Requirements

There is no security requirement applicable to the Standing Offer.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

1.5 Key Terms

a) Delivered Duty Paid (DDP):

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) Federal Identified Users:

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.

c) Provincial/Territorial Identified Users:

Means any Canadian province or territory to whom the Minister of the Department of Public Works and Government Services Canada can provide access to its procurement services and instruments. For a detailed list refer to Part 7A, Section 6 of the Standing Offer.

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PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (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: 60 days
Insert: 90 days

2.1.1 SACC Manual Clauses

Reference	Section	Date
M9033T	Financial Capability	2011-05-16
B1000T	Condition of Material	2014-06-26

2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers. Do not send offer directly to the Contracting Officer. Email offer not accepted.

PWGSC Bids Receiving Unit
11 Laurier Street
Place du Portage, Phase 3, Core 0B2
Gatineau, Québec, K1A 0S5
Tel.: 819-420-7201
Fax: 819-997-9776

2.3 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.

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Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.4 Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

- Section I: Technical Offer (1 hard copy)
- Section II: Financial Offer (1 hard copy)
- Section III: Certifications (1 hard copy)
- Section IV: Additional Information (1 hard copy)

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

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex A Requirement and Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices - Offer

Canada requests that offerors complete 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.

3.1.2 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The following Mandatory requirements must be submitted with the offer for evaluation:

- (a) Technical compliance to all items listed in Annex A - Category A, or all Items listed in Annex A - Category B; and
- (b) Attachment I - 24-hour emergency contact details (name, phone number, and email).

4.1.2 Financial Evaluation

The following Mandatory requirements will be taken into consideration in the financial evaluation of each offer: Compliance with Annex A Basis of Payment.

The Offer price for Category A will be determined as follows:

- (a) Sum of all items in Category A, Column titled "Pricing" for a quantity of 1 per item.

The Offer price for Category B will be determined as follows:

- (a) Sum of all items in Category B, Column titled "Pricing" for a quantity of 1 per item.

4.1.2.1 Pricing Basis

The Offeror must quote firm unit prices in Canadian dollars, DDP Delivered Duty (to Canada's 10 provinces, excluding Nunavut, Yukon and Northwest Territories), applicable taxes extra. Freight charges to destination and all applicable Custom Duties and Excise Taxes must be included.

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive.

Up to two (2) responsive offers will be recommended for award of a National Master Standing Offer in each category - Category A and Category B. The recommendation for award will be based on the two responsive offers with the lowest evaluated offer price on an aggregate basis in Category A, and the two responsive offers with the lowest evaluated offer price on an aggregate basis in Category B.

Responsive PSAB Offers will be ranked separately from responsive non-PSAB Offers.

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.

5.1 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.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Offer

5.1.2.1 Set-aside for Aboriginal Business (PSAB SO Submissions Only)

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#) of the *Supply Manual*.
2. The Offeror:
 - i. certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
 - ii. agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
 - 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:
 - i. () The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

- ii. () 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:

- i. () The Aboriginal business has fewer than six full-time employees.

OR

- ii. () 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.

5.1.2.2 Owner/Employee Certification - Set-aside for Aboriginal Business (PSAB SO Submissions Only)

If requested by the Standing Offer Authority, the Offeror must provide the following certification for each owner and employee who is Aboriginal:

I am _____ (insert "an owner" and/or "a full-time employee") of _____ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the *Supply Manual* entitled "Requirements for the Set-Aside Program for Aboriginal Business".

I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

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

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

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5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4)" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4).

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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.3 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.

Offeror's Authorized Representative Signature

Date

or

- B) The Offeror certifies that the Offeror meets and will continue to meet throughout the duration of the 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's 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	

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Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

Offeror's Authorized Representative Signature

Date

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PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to the Standing Offer.

6.2 Financial Capability

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

6.3 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

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PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

Definitions

In this Standing Offer, unless the context otherwise requires,

“Authorized User”

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

“Federal Identified User”

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

“Provincial/Territorial Identified User”

Means any Canadian province or territory to whom the Minister of the Department of Public Works and Government Services Canada can provide access to its procurement services and instruments. For a detailed list refer to Part 7A, Section 6.6 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.

7.1 Offer

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex A.

7.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

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7.3 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 Annex D and E.

7.3.1 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

7.3.2 Periodic Usage Reports - Standing Offer

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by a 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 in the report. If no goods or services is provided during a given period, the Offeror must 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:

- first quarter: April 1 to June 30;
- second quarter: July 1 to September 30;
- third quarter: October 1 to December 31;
- fourth 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.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

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

7.4.2 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 one-year period, under the same conditions and at the rates or prices specified in the Standing Offer, Annex A Requirement and Basis of Payment.

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 before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

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7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs), excluding locations within Nunavut, Yukon, and Northwest Territories. For deliveries to the territories of Nunavut, Yukon and Northwest Territories, any one of the standing offers for the applicable category may be used.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Rosanna Haroutounian
Title: Supply Officer Trainee
Public Works and Government Services Canada
Acquisitions Program
Logistics, Electrical, Fuel and Transportation Directorate - "HN" Division
7B3, Place du Portage, Phase III, 11 Laurier Street, Gatineau, QC, K1A 0S5
Telephone: (819) 420-2076
E-mail address: Rosanna.haroutounian@pwgsc-tpsgc.gc.ca

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

7.5.2 Project Authority

The Project Authority is identified in the Call-up against the SO.

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 SO and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 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:

7.6 Authorized Users

7.6.1 Federal Identified Users

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

7.6.2 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.

7.7 Call-up Procedures

For requirements up to \$100,000: When a requirement is identified, the Authorized User will contact the highest-ranked offeror in the category to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against the standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror in the category.

Call-ups are made based on the "right of first refusal" basis. When the highest-ranked offeror is unable to fulfill the need, the Authorized User is required to document its file appropriately. This process applies to both PSAB and non-PSAB call-ups.

Due to the potentially high transportation costs, Authorized Users making orders for deliveries to Yukon, Nunavut, or the Northwest Territories are permitted to obtain quotes from all the Standing Offer Holders for the applicable category in order to obtain best overall value.

PWGSC may provide approval for call-ups above \$100,000 and up to \$400,000 (including taxes) in certain circumstances. 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.

7.8 Call-up Instrument

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

1. Call-ups must be from Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. The following forms 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

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- PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version only)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version only)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:

- standing offer number
- statement that incorporates the terms and conditions of the Standing Offer
- description and unit price for each line item
- total value of the call-up
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.8.1 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.

7.8.2 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.

7.8.3 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.

7.9 Limitation of Call-ups

7.9.1 Limitation of Call-ups for Federal Identified User

Individual Call-ups against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes included).

7.9.2 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.

7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (to be inserted at issuance of standing offer) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or one month before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.11 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 (2016-04-04) - Standing Offers - Goods or Services
- d) the general conditions 2015A (2016-04-04) - Goods (Medium Complexity);
- e) Annex A, Requirement and Basis of Payment;
- f) Annex C, Insurance Requirements;
- g) the Offeror's offer dated _____ .

7.12 Certifications and Additional Information

7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.13 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.

7.1 Requirement

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2015A, General Conditions – Goods (Medium Complexity) attached as Annex E, 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.

(d) Section 09, Warranty is amended by replacing the period of twelve (12) months by thirty-six (36) months.

All other provisions of the warranty section remain in effect.

7.2.2 SACC Manual Clauses

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

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7.3 Term of Contract

7.3.1 Delivery Date

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

7.4 Payment

7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit prices specified in the Contract Annex A. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Additional transportation costs may be submitted for deliveries to Nunavut, Yukon and Northwest Territories.

7.4.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

7.4.3 Single Payment

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

7.4.4 SACC Manual Clauses

SACC Reference	Section	Date
C2000C	Taxes - Foreign-based Contractor	2007-11-30

7.4.5 Electronic Payment of Invoices – Call-up (if applicable)

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

- a. _____
- b. _____
- c. _____
- d. _____

7.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work
2. Invoices must be distributed as follows:
 - (a) as indicated in the "special instructions" block on the Call-up Against a Standing Offer form.

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7.6 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.7 SACC Manual Clauses (Delivery)

SACC Reference	Section	Date
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30

7.8 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) _____ (to the identified destination in the call-up) Inco terms 2000 for shipments from a commercial contractor.

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ANNEX A

REQUIREMENT AND BASIS OF PAYMENT

CATEGORY A - TYPE: INVERTER GENERATOR

The following technical specifications apply to all products listed in the table:

1. Portable model
2. CSA approved
3. <80 dB at seven (7) metres distance

INITIAL CONTRACT PERIOD: Year 1

Engine Fuel	Maximum AC Output Range (Watts)	AC Voltage (V)	Product Name	Maximum AC Output (Watts)	AC Voltage (V)	Pricing For destinations across Canada excluding Nunavut, Yukon and Northwest Territories (DDP)
Gas	1000 – 1999	120				\$
Gas	2000 – 2999	120				\$
Gas	3000 – 3999	120				\$
Gas	4000 – 4999	120				\$
Gas	5000 – 5999	120				\$
Gas	6000 – 6999	120				\$
Gas	7000 – 7999	120 / 240				\$

INITIAL CONTRACT PERIOD: Year 2

Engine Fuel	Maximum AC Output Range (Watts)	AC Voltage (V)	Product Name	Maximum AC Output (Watts)	AC Voltage (V)	Pricing For destinations across Canada excluding Nunavut, Yukon and Northwest Territories (DDP)
Gas	1000 – 1999	120				\$
Gas	2000 – 2999	120				\$
Gas	3000 – 3999	120				\$
Gas	4000 – 4999	120				\$
Gas	5000 – 5999	120				\$
Gas	6000 – 6999	120				\$
Gas	7000 – 7999	120 / 240				\$

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CATEGORY B - TYPE: AC (CONVENTIONAL) GENERATOR

The following technical specifications apply to all products listed in the table:

1. Portable model
2. CSA approved
3. <80 dB at seven (7) metres distance

Initial Contract Period: Year 1

Engine Fuel	Maximum AC Output Range (Watts)	AC Voltage (V)	Product Name	Maximum AC Output (Watts)	AC Voltage (V)	Pricing For destinations across Canada excluding Nunavut, Yukon and Northwest Territories (DDP)
Gas	2000 – 4000	120 / 240				\$
Gas	4001 – 6000	120 / 240				\$
Gas	6001 – 8000	120 / 240				\$
Gas	8001 – 10000	120 / 240				\$
Gas	10001 – 12000	120 / 240				\$
Gas	12001 – 14000	120 / 240				\$

Initial Contract Period: Year 2

Engine Fuel	Maximum AC Output Range (Watts)	AC Voltage (V)	Product Name	Maximum AC Output (Watts)	AC Voltage (V)	Pricing For destinations across Canada excluding Nunavut, Yukon and Northwest Territories (DDP)
Gas	2000 – 4000	120 / 240				\$
Gas	4001 – 6000	120 / 240				\$
Gas	6001 – 8000	120 / 240				\$
Gas	8001 – 10000	120 / 240				\$
Gas	10001 – 12000	120 / 240				\$
Gas	12001 – 14000	120 / 240				\$

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Option Period

CATEGORY A - TYPE: INVERTER GENERATOR

Engine Fuel	Maximum AC Output Range (Watts)	AC Voltage (V)	Product Name	Maximum AC Output (Watts)	AC Voltage (V)	Pricing For destinations across Canada excluding Nunavut, Yukon and Northwest Territories (DDP)
Gas	1000 – 1999	120				\$
Gas	2000 – 2999	120				\$
Gas	3000 – 3999	120				\$
Gas	4000 – 4999	120				\$
Gas	5000 – 5999	120				\$
Gas	6000 – 6999	120				\$
Gas	7000 – 7999	120 / 240				\$

Option Period

CATEGORY B - TYPE: AC (CONVENTIONAL) GENERATOR

Engine Fuel	Maximum AC Output Range (Watts)	AC Voltage (V)	Product Name	Maximum AC Output (Watts)	AC Voltage (V)	Pricing For destinations across Canada excluding Nunavut, Yukon and Northwest Territories (DDP)
Gas	2000 – 4000	120 / 240				\$
Gas	4001 – 6000	120 / 240				\$
Gas	6001 – 8000	120 / 240				\$
Gas	8001 – 10000	120 / 240				\$
Gas	10001 – 12000	120 / 240				\$
Gas	12001 – 14000	120 / 240				\$

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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 Supply Arrangement. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by a Canada acquisition card. 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 30 calendar days after the end of the reporting period.

The Offeror hereby accepts the responsibility to submit all required usage reports in accordance to instructions, and furthermore understands that failure to provide usage reports in accordance with instructions may result in the setting aside of the Standing offer and the application of a vendor performance corrective measure.

Company Name

Offeror's Representative Signature

Date

ANNEX C

COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the SO, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the SO. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

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ANNEX D

General Conditions 2009 – Standing Offers – Goods or Services

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- 04 Offer
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2009 01 (2016-04-04) Interpretation

In the Standing Offer, unless the context otherwise requires,

"Authorized User"

means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, 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.

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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.

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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.

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

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

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

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

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ANNEX E

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

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- 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
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- 10 Invoice Submission
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- 14 Shipment Documentation
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- 16 Interest on Overdue Accounts
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- 18 Compliance with Applicable Laws
- 19 Ownership
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- 26 Conflict of Interest and Values and Ethics Codes for the Public Service
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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

1. 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:
 - a. 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
 - b. 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.

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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

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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.

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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).

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

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

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

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

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

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

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

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

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ATTACHMENT I

EMERGENCY CONTACT INFORMATION

As part of its Offer, the Offeror is required to submit 24-hour emergency contact information for its authorized representative(s). The Offeror must provide the **name, phone number, and email** of its representative.

The Offeror must provide the information of any regional emergency contacts, or provide the contact information for its representative(s) who can respond to requests from across Canada.

The following individuals are available to provide emergency 24-hour service to Authorized Users in the listed regions:

Region	Name	Phone	E-mail

OR

The following individual(s) are available to provide emergency 24-hour service to Authorized Users across Canada:

Name: _____

Phone: _____

E-mail: _____

