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Bid Fax: (819) 997-9776

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
Vehicles & Industrial Products Division
140 O'Connor, Tower East
4th Floor
140 O'Connor, Tour Est
4ème étage
Ottawa
Ontario
K1A 0S5

Title - Sujet NMSO Commercial Tires.		
Solicitation No. - N° de l'invitation E60HP-20COMT/A		Date 2020-09-03
Client Reference No. - N° de référence du client E60HP-20COMT		GETS Ref. No. - N° de réf. de SEAG PW-\$\$HP-916-79058
File No. - N° de dossier hp916.E60HP-20COMT	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-10-14		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein		
Address Enquiries to: - Adresser toutes questions à: Paravan, Tony		Buyer Id - Id de l'acheteur hp916
Telephone No. - N° de téléphone (613)296-9781 ()		FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes		
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.		

Instructions: See Herein

Instructions: Voir aux présentes

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

Request for Standing Offers (RFSO)/Canadian Collaborative Procurement Initiative (CCPI)

For Authorized Users (Federal Identified Users and Provincial/Territorial Identified Users)

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HP916
CCC No./N° CCC - FMS No./N° VME

Definitions

In this Request for Standing Offers, 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.

“Federal Identified User”

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

“Provincial/Territorial Identified User”

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

PART 1 - GENERAL INFORMATION

Principal – Agent Relationship

Canada is not acting as an agent for the “Provincial/Territorial Identified User” nor is the “Provincial/Territorial Identified User” a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

Offer

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

Exclusionary Clause

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, 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.

1.1 Introduction

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

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided; and |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:

6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Technical, Pricing and Discounts from Published Price List, Distribution Points/Dealers List, Usage Reports, the Electronic Payment Instruments, and any other annexes.

The following Annexes are appended to and form part of this RFSO:

Annex "A" - Technical, Pricing and Discounts from Published Price List

Annex "B" - Distribution Points/Dealers List

Annex "C" - Usage Reports

Annex "D" - Electronic Payment Instruments

1.2 Summary

Canada has a requirement to establish a National Master Standing Offer (NMSO) for the supply of commercial tires to Authorized Users. .

These Authorized Users include:

- a. Any Federal Government Department, agency or Crown corporation;
- b. Certain Canadian Provinces and Territories including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH). Below is a list of provinces, territories and MASH entities who have shown interest in making call-ups against the Standing Offer:
 - Province of New-Brunswick
 - Province of Prince-Edward Island
 - Province of Newfoundland & Labrador
 - Province of Nova-Scotia
 - The following link contains a list of applicable Government Entities and Municipal, Academic, Institutions, Schools and Hospitals Sector within Nova Scotia.
https://procurement.novascotia.ca/media/53979/public_sector_entities_under_the_public_procurement_act_2019.pdf
 - Northwest Territories
 - Yukon Territory
 - Province of Ontario including Ontario Provincial Police (OPP) as well as the following optional users:
 - City of Toronto, ON
 - Northumberland County, ON
 - County of Peterborough , ON
 - City of London, Greenway Wastewater Treatment Centre
 - Town of The Blue Mountains, ON
 - Township of Blandford-Blenheim, ON
 - University of Toronto, ON
 - Town of Oakville, ON
 - City of Kawartha Lakes, ON
 - Ornge, ON
 - Township of Strong, ON
 - RM of Durham, ON
 - City of Mississauga, ON
 - Town of Huntsville, ON
 - County of Essex, ON

-
- Carleton University, ON
 - City of North Bay, ON
 - Township of West Lincoln, ON
 - Grey County, ON
 - Township of Malahide, ON
 - Town of Collingwood, ON
- Province of Manitoba including the Vehicles and Equipment Maintenance Agency (VEMA), Manitoba Hydro, Manitoba Liquor and Lotteries crown corporations as well as the following optional users:
 - Frontier School Division, MB
 - St. James-Assiniboia School Division
 - RM of Mountain
 - RM of Rockwood
 - RM of Springfield
 - City of Winkler
 - Red River Community College, MB
 - Prairie Mountain Health, MB
 - Southern Health, MB
 - Winnipeg Regional Health Authority, MB
 - Interlake Eastern Regional Health Authority
 - Northern Regional Health Authority
 - Cancer Care Manitoba
 - Shared Health Manitoba, MB
 - RM of Cornwallis
 - City of Winnipeg
 - Town of Teulon
 - University of Manitoba
 - Hamiota Municipality
 - Sunrise School Division
 - RM of Rosser
 - City of Brandon, MB
 - Province of Alberta
 - City of Calgary
 - City of Edmonton
 - City of Lethbridge

Only Authorized Users will be authorized to issue call-ups against this NMSO.

1.2.1 This requirement is to establish a National Master Standing Offer (NMSO) for all Federal Government Departments and Provincial/Territorial Identified Users across Canada, for the procurement of commercial pneumatic tires and tubes and commercial airless tires for the vehicle categories listed below (excluding aircraft, military and pursuit vehicle applications). The Offerors should produce a list of products for each of the categories to facilitate selection by Users:

- 1) Light Duty Vehicles including but not necessarily limited to Passenger Cars, Vans, Light Trucks and Trailers (include Winter applications);
- 2) Medium and Heavy Vehicles including but not necessarily limited to Highway Tractors, Dump Trucks, Buses, Fire Trucks, Refueling Vehicles and Trailers;
- 3) Agricultural Tractors and Equipment;

- 4) Earthmoving and Construction Equipment including but not necessarily limited to Loaders, Graders, Backhoes, Skid steers;
- 5) Material Handling Equipment including but not necessarily limited to Warehouse Forklifts and Rough Terrain Forklifts; and
- 6) Aircraft & Airfield Ground Support Equipment.

This NMSO excludes installation and maintenance, and is in accordance with Annex "A" - Technical, Pricing and Discounts from Published Price List, Annex "B" - Distribution Points/Dealers List, Annex "C" - Usage Reports, and Annex "D" - Electronic Payment Instruments.

The annual estimated usage is 31,000 commercial tires and is only an approximation of requirements given in good faith and do not represent Federal Identified Users actual requirement.

The period for making call-ups against the Standing Offer is from 01 November 2020 to 31 October 2021.

- 1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).
- 1.2.3 The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the delivery of the requirement detailed in the RFSO, to the Authorized Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).
- 1.2.4 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

1.3 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.

1.4 Offer

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

1.5 Disclosure of information – Optional Users

The following definitions apply to this provision only:

"Optional Users" are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

"MASH entities" are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges Optional Users may be interested in procuring for their own use the goods or services or combination of goods and services as described in this Standing Offer (referred to hereinafter as "Deliverables."

In the event that an Optional User contacts the Offeror to purchase some or all of the Deliverables (referred to hereinafter as a "Request"), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) as necessary, use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as "Separate Agreement").

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Optional User. The Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

1.6 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 6.13 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 03 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Pursuant to the [Department of Public Works and Government Services Act](#) (S.C. 1996, c. 16), the instructions, clauses and conditions identified in the RFSO, standing offer and resulting contract(s) by number, date and title may be incorporated by reference into and if so will form part of the RFSO, standing offer and resulting contract(s) as though expressly set out in the RFSO, the standing offer and the resulting contract(s).

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

2.2 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 in the RFSO.

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 7 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

The Standing Offer and any resulting Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

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, the Offeror is deemed to have consented to the applicable laws as specified herein by Canada.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer

Section II: Financial Offer

Section III: Certifications

Section IV: Additional Information

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:
 - Section I: Technical Offer (2 hard copies and 1 soft copy on Universal Serial Bus (USB) flash drive, Digital Versatile Disc (DVD) or Compact Disk (CD)).
 - Section II: Financial Offer (1 hard copy and 1 soft copy on USB flash drive, DVD or CD).
 - Section III: Certifications (1 hard copy).
 - Section IV: Additional Information (1 hard copies).

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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 hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

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

Offerors should:

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

The Offeror should produce a list of products for each of the categories to facilitate selection by Users.

Categories:

- 1) Light Duty Vehicles including but not necessarily limited to Passenger Cars, Vans, Light Trucks and Trailers (include Winter applications);
- 2) Medium and Heavy Vehicles including but not necessarily limited to Highway Tractors, Dump Trucks, Buses, Fire Trucks, Refueling Vehicles and Trailers;
- 3) Agricultural Tractors and Equipment;
- 4) Earthmoving and Construction Equipment including but not necessarily limited to Loaders, Graders, Backhoes, Skid steers;
- 5) Material Handling Equipment including but not necessarily limited to Warehouse Forklifts and Rough Terrain Forklifts; and
- 6) Aircraft & Airfield Ground Support Equipment.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment specified at Part 6B and with Annex "A" Technical, Pricing and Discounts from Published Price List.

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

3.1.1 Electronic Payment of Invoices – Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments 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.

Section IV: Additional Information

Canada requests that Offerors submit the following information:

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3.1.3 Addresses

Offerors Representatives

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

General enquiries

Name: _____
Telephone No. _____
E-mail address: _____

Delivery follow-up

Name: _____
Telephone No. _____
E-mail address: _____

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

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

Offerors must provide Certification of Conformity and the General Environmental Criteria Certification as detailed in Part 5, paragraph 5.2.3.1 and paragraph 5.2.3.2.

Offerors must:

Have a network of Canada wide coast to coast a minimum of 50 distribution points, such as but not limited to dealer networks or outlets, from which tires can be ordered and acquired and a central billing system. A hard copy and an electronic copy of all Canadian distribution points must be provided before issuance of a standing offer (see Annex "B" Distribution/Dealers Points List).

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FCA Free Carrier at Contractor's Canadian facility or Contractor's Canadian distribution point, Canadian Custom Duties and Excise Taxes included.

4.1.2.1 Mandatory Financial Criteria

Offerors must complete the Pricing section of the table at Annex "A" - Technical, Pricing and Discounts from Published Price List.

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

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. 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.

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.

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

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property 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" 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/canada-labour's) 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" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Certification of Conformity

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

Offeror's authorized representative Signature

Date

5.2.3.2 General Environmental Criteria Certification

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

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

Offeror's authorized representative Signature

Date

Or

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

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

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

Offeror's authorized representative Signature

Date

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

Definitions and Interpretation

a) Definitions: In this Standing Offer, a capitalized term shall have the meaning attributed to that term in General Conditions *2009 Standing Offers – Goods or Services – Authorized Users*, section 01, or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

b) Other Interpretative Provisions, unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an annex or appendix, are to the designated section or other subdivision of, or annex or appendix to the Standing Offer;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Standing Offer as a whole and not to any particular section or other subdivision of the Standing Offer;
3. the headings are for convenience only and do not form a part of the Standing Offer and are not intended to interpret, define or limit the scope, extent or intent of the Standing Offer or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to the Standing Offer or to any agreement, or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Standing Offer means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time; and
9. all dollar amounts refer to Canadian dollars.

Key Terms

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, authorized to make call-ups against the Standing Offer.

“Federal Identified User”

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

“Provincial/Territorial Identified User”

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

“General Information”

The Offeror will provide and deliver to Authorized Users the goods, services or combination of goods and services 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 combination of goods and services 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 submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

Exclusionary Clause

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, 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.

6.1 Offer

6.1.1

The Offeror offers to provide tires for commercial tires and tubes, pneumatic, excluding tires and tubes for aircraft, specialized military vehicles and pursuit rated vehicles and excluding installation and maintenance, in accordance with Annex “A” - Technical, Pricing and Discounts from Published Price List,

Annex "B" – Distribution/Dealers Point List, Annex "C" - Usage Reports, Annex D - Electronic Payment Instruments.

The Offeror must supply commercial tires and tubes, pneumatic, excluding tires and tubes for aircraft, specialized military vehicles and pursuit rated vehicles and excluding installation and maintenance to departments and agencies of the Government of Canada and Provincial/Territorial Identified Users across Canada, on an as-and-when requested basis.

6.2 Security Requirements

6.2.1 No Security Requirement Applicable

There is no security requirement applicable to the Standing Offer.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2009 (2018-07-16) General Conditions: Standing Offers – Goods or Services – Authorized Users, apply to and form part of the Standing Offer and are amended as follows:

The following section from General Conditions 2009 apply to Federal Identified Users only:

Section 11 – Integrity Provisions

6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records, on its provision of goods or services or combination of goods and services to Authorized Users under any and all contracts resulting from the Standing Offer. This data must also include all purchases paid for by a Canada acquisition card.

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

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

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.

- 1a. Standing Offer Number;
- 1b. Standing Offer Title;
- 1c. Authorized Users;
- 1d. Call-up number;
- 1e. Invoice date and number;
- 1f. Reporting Period (Quarter and Per Fiscal Year);
- 1g. Total Number of Orders and associated value (Applicable taxes not included) for the Reporting Period (Quarter);
- 1h. Total Number of Orders and associated value (Applicable taxes not included) (Per Fiscal Year);

1i. Total Number of Orders and associated value (Applicable taxes not included) (For the duration of the Standing Offer)

2a. Item number;

2b. Total Number of tires ordered (Per Quarter and Per Fiscal Year);

2c. Total Number of tires ordered (Per Identified user);

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

Also required are separate reports which include all orders from all Provincial/Territorial and MASH identities.

6.3.3 Standing Offers - Final Report

On completion or termination of the National Master Standing Offer (NMSO), the offeror must produce a detailed final report with all cumulative data of the call-ups. Data must also include all purchases paid for by a Government of Canada Acquisition Card. One report for Federal government and one report for the Provincial/Territorial and MASH identities.

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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from 01 November 2020 to 31 October 2021.

6.4.2 Comprehensive Land Claims Agreements (CLCAs)

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

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Tony Paravan
Supply Specialist
Public Services and Procurement Canada
Acquisitions Branch
Vehicles and Industrial Products Division - "HP"
140 O'Connor St
Ottawa, ON K1A 0S5
Telephone : 613 296-9781
E-mail address: tony.paravan@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the management of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing Offer shall only be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone other than the Contracting Authority and any work so conducted shall be at the Offeror's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Contracting Authority.

6.5.2 Contract Authorities

Contracting Authorities

If a call-up is issued by:

Federal Identified User:

The Standing Offer Authority is the Contracting Authority for Federal Identified User Call-ups and resulting Contracts.

Provincial/Territorial Identified User:

The Provincial/Territorial Identified User that issues the Call-up is the Contracting Authority for that Call-up and resulting Contract.

6.5.3 Project Authority

The Project Authority for each resulting contract will be identified in the Call-up issued by the Contracting Authority.

6.5.4 Offeror's Representative

General enquiries

Name:

Telephone No. :

E-mail address:

Delivery follow-up

Name:

Telephone No. :

E-mail address:

6.6 Authorized Users

Federal Identified Users

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

Provincial/Territorial Identified Users

The following Provincial/Territorial Identified Users are the only entities authorized to make call-ups against this Standing Offer.

- Province of New-Brunswick
- Province of Prince-Edward Island
- Province of Newfoundland & Labrador
- Province of Nova-Scotia
 - The following link contains a list of applicable Government Entities and Municipal, Academic, Institutions, Schools and Hospitals Sector within Nova Scotia.
https://procurement.novascotia.ca/media/53979/public_sector_entities_under_the_public_procurement_act_2019.pdf

-
- Northwest Territories
 - Yukon Territory
 - Province of Ontario including Ontario Provincial Police (OPP) as well as the following Optional Users:
 - City of Toronto, ON
 - Northumberland County, ON
 - County of Peterborough , ON
 - City of London, Greenway Wastewater Treatment Centre
 - Town of The Blue Mountains, ON
 - Township of Blandford-Blenheim, ON
 - University of Toronto, ON
 - Town of Oakville, ON
 - City of Kawartha Lakes, ON
 - Ornge, ON
 - Township of Strong, ON
 - RM of Durham, ON
 - City of Mississauga, ON
 - Town of Huntsville, ON
 - County of Essex, ON
 - Carleton University, ON
 - City of North Bay, ON
 - Township of West Lincoln, ON
 - Grey County, ON
 - Township of Malahide, ON
 - Town of Collingwood, ON
 - Province of Manitoba including the Vehicles and Equipment Maintenance Agency (VEMA), Manitoba Hydro, Manitoba Liquor and Lotteries crown corporations as well as the following Optional Users:
 - Frontier School Division, MB
 - St. James-Assiniboia School Division,
 - RM of Mountain
 - RM of Rockwood
 - RM of Springfield
 - City of Winkler
 - Red River Community College, MB
 - Prairie Mountain Health, MB
 - Southern Health, MB
 - Winnipeg Regional Health Authority, MB
 - Interlake Eastern Regional Health Authority
 - Northern Regional Health Authority
 - Cancer Care Manitoba
 - Shared Health Manitoba, MB
 - RM of Cornwallis
 - City of Winnipeg
 - Town of Teulon
 - University of Manitoba
 - Hamiota Municipality
 - Sunrise School Division
 - RM of Rosser
 - City of Brandon, MB

- Province of Alberta as well as the following Optional Users:
 - City of Calgary
 - City of Edmonton
 - City of Lethbridge

Disclosure of information – Optional Users

“Optional Users” are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

“MASH entities” are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges that MASH entities that have not been identified as Authorized Users of this Standing Offer (referred to hereinafter as “Optional Users”) may be interested in procuring for their own use the goods, services or both as described in this Standing Offer (referred to hereinafter as “Deliverables”).

In the event that an Optional User contacts the Offeror to purchase some of all of the Deliverables (referred hereinafter as a “Request”), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) as necessary, use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as “Separate Agreement”).

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Offeror. The Contractor Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

6.7 Call-up Procedures

Authorized Call-ups against this Standing Offer must be made using the duly completed forms identified or their equivalents by methods such as facsimile, electronic mail, or any other medium deemed acceptable by both the Authorized User and the Offeror.

Goods requested by telephone, facsimile, or e-mail must be followed up by issuing a

Call-up or equivalent document no later than the next day. These Call-ups are acceptance of the Offer, constituting a contract, for the goods described in the Call-up document.

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

The authorized Users issuing call-ups against the Standing Offer must order from the lowest priced supplier, unless any of the following conditions can be supported.

- a) When mixing of types and sizes affects safety or raises safety concerns;
- b) The lowest priced supplier cannot meet the client delivery due to "stock out" conditions;
- c) If the lowest priced manufacturer's dealer/outlet is more than fifty (50) kilometres from the client location – this only applies when installation of the tires is required;
- d) When lower fuel consumption will result from using a tire that carries the EcoLogo symbol; and
- e) Replenishing warehouse stock.

6.8 Call-up Instrument

6.8.1 Federal Identified User

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

1. Call-ups must be made by Federal Identified Users' authorized representatives under the Standing Offer 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. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)
3. Where an equivalent form or electronic call-up document is used, it must contain at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer, and acceptance of those terms;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation of the Federal Identified User's authority to enter into a Contract; and
 - acceptance of the terms and conditions of the Standing Offer;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - allows for collection of the data identified at Article 6.3.2 Standing Offers Reporting.

6.8.2 Provincial/Territorial Identified User

For Call-ups issued by a Provincial/Territorial Identified User, the Work will be authorized using the GC 942-3, Call-Up against a Standing Offer (FPT) form. This form is available through the [PWGSC Forms Catalogue](#) Web site.

Or an equivalent form of electronic call-up document which at a minimum:

- identifies the Standing Offer number;
- identifies the total value of the Call-up;
- includes the unit price for each item on the Call-up;
- identifies a point of delivery;
- includes acceptance of the terms and conditions of the Standing Offer;

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up. Call-ups must be made from authorized representatives of identified users of a province or territory in the standing offer. These must be goods or services or a combination of goods and services included in the standing offer, in accordance with the prices and terms specified therein

6.9 Limitation of Call-ups

Federal Identified User

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

Requirement exceeding \$40,000.00 (Applicable Taxes included) must be submitted to PSPC Standing Offer Authority in the form of a funded requisition for processing.

Provincial/Territorial Identified User

If a financial limitation applies to a call-up issued by a Provincial/Territorial Identified User, whether that financial limitation applies to an individual basis for each call-up or in the aggregate for all call-ups issued, that financial limitation must be provided by the Provincial/Territorial Identified User issuing the call-up. Where such financial limit is provided to the Offeror by the Contracting Authority of the Provincial/Territorial Identified User then the Offeror shall not accept any Call-up against the Standing Offer which would exceed such financial limitation unless the Contracting Authority has specifically identified that it may do so in writing.

6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list below, 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 to the extent necessary to resolve such discrepancy.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the General Conditions 2009 (2018-07-16) Standing Offers - Goods or Services – Authorized Users;
- d) the General Conditions 2015A (2020-05-28) - Goods - Authorized Users (Medium Complexity);
- e) Annex “A” - Technical, Pricing and Discounts from Published Price List;
- f) Annex “B” - Distribution Points/Dealers List;
- g) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: “as clarified on _____” or “as amended on _____” and insert date(s) of clarification(s) or amendment(s) if applicable*).

6.11 Certifications and Additional Information

6.11.1 Compliance

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

6.12 Applicable Laws

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

6.13 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

B. RESULTING CONTRACT CLAUSES

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

6.1 Requirement

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

Definitions and Interpretation

Definitions. In this Contract, a capitalized term shall have the meaning attributed to that term in General Conditions 2015A – Goods (Medium Complexity) – Authorized User as amended, section 01, or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

Other Interpretive Provisions. In the Contract unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an appendix or annex, are to the designated section or other subdivision of, or appendix or annex to, the Contract;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Contract as a whole and not to any particular section or other subdivision of the Contract;
3. the headings are for convenience only and do not form a part of the Contract and are not intended to interpret, define or limit the scope, extent or intent of the Contract or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not

limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;

5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to any agreement (including the Standing Offer or Contract), or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Contract means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time;
9. all references to day or days, other than Working Days, means calendar days; and
10. all dollar amounts refer to Canadian dollars.

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

[2015A \(2020-05-28\)](#), General Conditions – Goods – Authorized Users (Medium Complexity) apply to and form part of the Contract.

The following sections of 2015A apply to Federal Identified Users only:

Section 27 – Contingency Fees

Section 29 – Integrity Provisions – Contract

Section 31 – Code of Conduct for Procurement contract

6.3 Term of Contract

6.3.1 Period of the Contract

The period of the Contract is from 01 November 2020 to 31 October 2021.

6.3.2 Delivery Date

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

6.4 Payment

6.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, in Canadian dollars, FCA Free Carrier at Contractor's Canadian facility or Contractor's Canadian distribution points, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, Applicable Taxes extra, Environmental, Disposal, and/or Provincial Tire Stewardship Charges extra.

6.4.2 Multiple Payments

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

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

- b. all such documents have been verified by the Authorized User;
- c. the Work delivered has been accepted by the Authorized User.

6.4.3 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.5 Invoicing Instructions

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

Each invoice must be supported by:

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

6.6 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.7 SACC Manual Clauses

6.7.1 Applicable to Department of National Defence Identified Users only

SACC Reference	Title	Date
A9006C	Defence Contract	2012-07-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating – Canadian Based Contractors	2017-08-17
D5545C	ISO 9001:2015 Quality Management Systems Requirements Quality Assurance Code C (for DND Only)	2019-05-30
D6010C	Palletization	2007-11-30

6.7.2 Applicable to all Authorized Users

6.7.2.1 Excess Goods

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

6.7.2.2 Wood Packaging Materials

All wood packaging materials used in shipping must conform to the *International Standards for Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade (ISPM 15)*.

Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:

D-98-08 - Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States

D-31-01 - Canadian Heat Treated Wood Products Certification Program (HT Program)

6.7.2.3 Incomplete Assemblies

The Contractor must not ship incomplete assemblies unless the authorization for such shipment has been obtained before from the Contracting Authority.

6.8 Shipping Instructions

Delivery is to be FCA Free Carrier at Contractor's Canadian Facility and Contractor's Canadian distribution points, Incoterms 2000. Transportation beyond this point will be the responsibility of the consignee.

6.9 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

Solicitation No. - N° de l'invitation
E60HP20COMT/A
Client Ref. No. - N° de réf. du client
E60HP20COMT

Amd. No. - N° de la modif.
File No. - N° du dossier
E60HP20COMT

Buyer ID - Id de l'acheteur
HP916
CCC No./N° CCC - FMS No./N° VME

ANNEX "B" DISTRIBUTION/DEALERS POINTS LIST

Must include Name, Address, and telephone number

Solicitation No. - N° de l'invitation
E60HP20COMT/A
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E60HP20COMT

Amd. No. - N° de la modif.
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E60HP20COMT

Buyer ID - Id de l'acheteur
HP916
CCC No./N° CCC - FMS No./N° VME

ANNEX "C" USAGE REPORTS

Please submit the information requested in a spreadsheet (ie. excel).

The spreadsheet must contain the following information:

Usage Report for Standing Offer - E60HP-20COMT

Reporting Period: _____

Company Name: _____

Date of Call-Up/ Order	Call-Up Number	Place of delivery (City and Province)	Name of Department	Credit Card Yes/no	Brand, Model and Size of Tire	Quantity	Vehicle Category (1 to 6)	Total dollar amount EXCLUDING ALL TAXES
								\$
								\$
								\$
								\$
								\$
								\$
								\$

Solicitation No. - N° de l'invitation
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File No. - N° du dossier
E60HP20COMT

Buyer ID - Id de l'acheteur
HP916
CCC No./N° CCC - FMS No./N° VME

ANNEX “D” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

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