



**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

Procurement Strategy for Aboriginal Business (PSAB)
Stratégie d'approvisionnement auprès des entreprises
autochtones (SAEA)

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

Issuing Office - Bureau de distribution

Marine Machinery and Services / Machineries et services
maritimes
11 Laurier St. / 11, rue Laurier
Place du Portage III, 8B3
Gatineau
Québec
K1A 0S5

Title - Sujet PSAB - Outboard Motors Comm. Brands SAEA - Moteurs hors-bord marques commerciales	
Solicitation No. - N° de l'invitation E60ML-210001/E	Date 2021-09-20
Client Reference No. - N° de référence du client E60ML-210001	GETS Ref. No. - N° de réf. de SEAG PW-\$\$ML-029-28336
File No. - N° de dossier 029ml.E60ML-210001	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-11-02 Heure Avancée de l'Est HAE	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Guay, Yvan	Buyer Id - Id de l'acheteur 029ml
Telephone No. - N° de téléphone (819)962-4038 ()	FAX No. - N° de FAX (819)956-0897
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)
Procurement Strategy for Aboriginal Business (PSAB)
For Commercial Brands of Outboard Motors, Inboard Motors and Stern Drives
For Authorized Users (Federal Identified Users and Provincial/Territorial Identified Users)**

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029ml.E60ML-210001

Buyer ID - Id de l'acheteur
029ml
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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; |
| 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 Requirement, the Basis of Payment, the Reporting Requirements, the 2009 General Conditions: Standing Offers – Goods or Services – Authorized Users, the 2015A General Conditions: Goods – Authorized Users (Medium Complexity), the 942-3 Call-up against a Standing Offer, the Electronic Payment Instruments, and any other annexes.

The following Annexes are included and form part of this RFSO:

Annex "A" - Requirement
Annex "B" - Basis of Payment
Annex "C" - Reporting Requirements
Annex "D" - 2009 General Conditions: Standing Offers – Goods or Services – Authorized Users
Annex "E" - 2015A General Conditions: Goods – Authorized Users (Medium Complexity)
Annex "F" - 942-3 Call-up against a Standing Offer
Annex "G" - Electronic Payment Instruments

1.2 Summary

Procurement Strategy for Aboriginal Business (PSAB). Canada has a requirement to establish a standing offer for the supply of the 2022 models of commercial brands of outboard motors, inboard motors and stern drives with their parts and accessories under the Procurement Strategy for Aboriginal Business to Authorized Users (Federal Identified Users and Provincial/Territorial Identified Users) for deliveries across Canada, except areas subject to Comprehensive Land Claims Agreements (CLCAs), on an as-and-when requested basis. In addition, a standing offer will be issued to the Original Equipment Manufacturers or up to two (2) exclusive distributors which will be for deliveries across Canada, except areas subject to CLCAs. The requirement does not contain servicing, installation, or repair and overhaul. In the event a client requires outboard motors, inboard motors or stern drives to be delivered in CLCA area, this procurement will be treated as a separate requirement outside the standing offer.

Below is a list of provinces and territories who have shown interest in making call-ups against the Standing Offer:

- **The Government of the Province of British Columbia**
- **The Government of the Yukon Territory**
- **The Government of the Province of Newfoundland & Labrador**
- **The Government of the Province of Prince-Edward Island**
- **The Government of the Province of New-Brunswick**
- **The Government of the Province of Nova-Scotia**
- **The Government of the Province of Manitoba including:**
 - University of Manitoba
 - Frontier School Division
 - Winnipeg School Division
- **The Government of the Province of Ontario including:**
 - Township of Georgian Bay

Only Authorized Users will be authorized to issue call-ups against this NMSO. A list of Authorized Users is provided at Part 6A, clause 6.6, Authorized Users.

The period of the Standing Offer will be from date of standing offer to 31 August 2022.

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

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 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.

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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 Part 6A, clause 6.13 Transition to an e-Procurement Solution (EPS).

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

1.7 Set aside under the Procurement Strategy for Aboriginal Business

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](#): Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

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](#) (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: 120 days

2.1.1 SACC Manual Clauses

[M0019T](#) (2007-05-25) Firm Price and/or Rates
[M1004T](#) (2016-01-28) Condition of Material - Offer

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.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

2.3 Enquiries - Request for Standing Offers

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

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

2.4 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.

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

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

Due to the nature of the RFSO, offers transmitted by facsimile will not be accepted.

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Part 6B, clause 6.4.1, Basis of Payment – Firm Unit Price(s) and Annex “B”, Basis of Payment”.

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex “G”, 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

SACC Manual Clause [C3011T](#) (2013-11-06) Exchange Rate Fluctuation

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

Category A, Yamaha brand: The Aboriginal Business must provide a copy of its dealer agreement to sell the 2022 models of Yamaha outboard motors for deliveries across Canada, except areas subject to CLCAs. The same models must also be available on the Original Equipment Manufacturer standing offer. Canada reserves the right to provide the California Air Resource Board star rating of each motor.

Category B, Mercury brand: The Aboriginal Business must provide a copy of its dealer agreement to sell the 2022 models of Mercury outboard motors for deliveries across Canada, except areas subject to CLCAs. The same models must also be available on the Original Equipment Manufacturer standing offer. Canada reserves the right to provide the California Air Resource Board star rating of each motor.

Category C, Mercury and Mercury Mercruiser brands: The Aboriginal Business must provide a copy of its dealer agreement to sell the 2022 models of Mercury and Mercury Mercruiser brands of inboard motors and stern drives for deliveries across Canada, except areas subject to CLCAs. The same models must also be available on the Original Equipment Manufacturer standing offer. Canada reserves the right to provide the California Air Resource Board star rating of each gasoline motor.

Category D, Volvo Penta brand: The Aboriginal Business must provide a copy of its dealer agreement to sell the 2022 models of Volvo Penta brand of inboard motors and stern drives for deliveries across Canada, except areas subject to CLCAs. The same models must also be available on the Original Equipment Manufacturer standing offer. Canada reserves the right to provide the California Air Resource Board star rating of each gasoline motor.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

Category A, Yamaha brand: The Aboriginal Business must submit firm unit prices for the 2022 models of Yamaha outboard motors for the period of standing offer, in Canadian dollars, Applicable Taxes excluded, DDP point as specified in part 6B, clause 6.10, Shipping Instructions, Canadian customs duties and excise taxes included as per Part 6B, clause 6.4.1 Basis of Payment – Firm Unit Price(s) and Annex “B” Basis of Payment. The evaluated price of this category will be the sum of the prices of all models 2022 of this brand.

Category B, Mercury brand: The Aboriginal Business must submit firm unit prices for the 2022 models of Mercury outboard motors for the period of standing offer, in Canadian dollars, Applicable Taxes excluded, DDP point as specified in part 6B, clause 6.10, Shipping Instructions, Canadian customs duties and excise taxes included as per Part 6B, clause 6.4.1 Basis of Payment – Firm Unit Price(s) and Annex “B” Basis of Payment. The evaluated price of this category will be the sum of the prices of all models 2022 of this brand.

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Category C, Mercury and Mercury Mercruiser brands: The Aboriginal Business must submit firm unit prices for the 2022 models of Mercury and Mercury Mercruiser brands of inboard motors and stern drives for the period of standing offer, in Canadian dollars, Applicable Taxes excluded, DDP point as specified in part 6B, clause 6.10, Shipping Instructions, Canadian customs duties and excise taxes included as per Part 6B, clause 6.4.1 Basis of Payment – Firm Unit Price(s) and Annex “B” Basis of Payment. The evaluated price of this category will be the sum of the prices of all models 2022 of these brands.

Category D, Volvo Penta brand: The Aboriginal Business must submit firm unit prices for the 2022 models of Volvo Penta inboard motors and stern drives for the period of standing offer, in Canadian dollars, Applicable Taxes excluded, DDP point as specified in part 6B, clause 6.10, Shipping Instructions, Canadian customs duties and excise taxes included as per Part 6B, clause 6.4.1 Basis of Payment – Firm Unit Price(s) and Annex “B” Basis of Payment. The evaluated price of this category will be the sum of the prices of all models 2022 of this brand.

4.2 Basis of Selection

4.2.1 Basis of Selection Mandatory Technical and Financial Criteria

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price in each of the categories A, B, C and D 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.

5.1.2 Additional Certifications Required with the Offer

5.1.2.1 Set-aside for Aboriginal Business

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

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

1. 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".

2. 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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Client Ref. No. - N° de réf. du client
E60ML-210001

Amd. No. - N° de la modif.
File No. - N° du dossier
029ml.E60ML-210001

Buyer ID - Id de l'acheteur
029ml
CCC No./N° CCC - FMS No./N° VME

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.

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 2009 General Conditions: Standing Offers – Goods or Services – Authorized Users, section 01, included at Annex “D” 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 fulfill the requirement in accordance with the Requirement at Annex "A".

6.2 Security Requirements

6.2.1 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 General Conditions: Standing Offers – Goods or Services – Authorized Users at Annex "D", apply to and form part of the Standing Offer and are amended as follows:

The following section(s) 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 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 Canada acquisition cards.

The Offeror must provide this data in electronic format (Excel spreadsheet format), in accordance with the reporting requirements detailed in annex entitled Annex "C", Reporting Requirements. 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 to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: from date of standing offer to November 30
- second quarter: December 1 to February 28
- third quarter: March 1 to May 31
- fourth quarter: June 1 to August 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.

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 date of standing offer to 31 August 2022.

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E60ML-210001

Amd. No. - N° de la modif.
File No. - N° du dossier
029ml.E60ML-210001

Buyer ID - Id de l'acheteur
029ml
CCC No./N° CCC - FMS No./N° VME

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, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified in the call-up against the Standing Offer.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Yvan Guay
Title: Supply Team Leader
Public Works and Government Services Canada
Defence and Marine Procurement Branch
Refit, Logistics and Small Vessel Construction Directorate
Place du Portage, Phase III, 6A2
11 Laurier Street
Gatineau, QC
K1A 0S5

Telephone: 819-962-4038
Facsimile: 819-956-0897
E-mail address: yvan.guay@tpsgc-pwsgc.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.

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.

6.5.2 Project Authority

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

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E60ML-210001

Amd. No. - N° de la modif.
File No. - N° du dossier
029ml.E60ML-210001

Buyer ID - Id de l'acheteur
029ml
CCC No./N° CCC - FMS No./N° VME

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

6.5.3 Offeror's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

(The Standing Offer Authority will insert the offeror's representative information as specified by the Offeror in its offer.)

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.

- **The Government of the Province of British Columbia**
- **The Government of the Yukon Territory**
- **The Government of the Province of Newfoundland & Labrador**
- **The Government of the Province of Prince-Edward Island**
- **The Government of the Province of New-Brunswick**
- **The Government of the Province of Nova-Scotia**
- **The Government of the Province of Manitoba including:**
 - University of Manitoba
 - Frontier School Division
 - Winnipeg School Division
- **The Government of the Province of Ontario including:**
 - Township of Georgian Bay

(The Standing Offer Authority will update the list provinces and territories who have shown interest at date of standing offer.)

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 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 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 are allowed to use one (1) of the two (2) following call-up procedures to select an Offeror.

(a) Lowest Price

An Authorized User is allowed to select an Offeror based on the lowest price.

The following condition shall be met by an Authorized User to choose the lowest price option:

- at least two (2) technically compliant items shall be available and selection has to be on a lowest price technically compliant basis.

(b) Most Cost Effective Option that is not Lowest Price

An Authorized User is allowed to select an Offeror based on the most cost effective option that is not the lowest price.

The following factors could be used by an Authorized User to determine its most cost effective option that is not lowest price:

- compatibility with existing inventory;
- required delivery time;
- proximity of dealers (for servicing in remote areas);
- reliability of dealer support (vendor performance);
- availability of parts and manuals;
- operating costs;
- maintenance costs; and
- client department decision to procure under the Procurement Strategy for Aboriginal Business.

When the most cost effective option that is not the lowest price is taken to select an Offeror, the Authorized User is responsible to incorporate the factors of their decision on its file.

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
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;
 - 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 Annex "C" – Reporting Requirements.

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. An electronic sample is attached at Annex "F" – 942-3 Call-Up against a Standing Offer. This form is available through the [PWGSC Forms Catalogue](#) Web site.

Or an equivalent form of electronic call-up document which contains 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

6.9.1 Federal Identified User

6.9.1.1 Federal Identified Users Call-up Limitation

Individual call-ups against the Standing Offer for the Federal Identified Users must not exceed:

- \$40,000.00 (Applicable Taxes included), when the most cost effective option that is not the lowest price is chosen; or
- \$100,000.00 (Applicable Taxes included), when the lowest price option for all departments other than Department of National Defence (DND) is chosen; or
- \$200,000.00 (Applicable Taxes included), when the lowest price option for DND is chosen.

6.9.1.2 Standing Offer Authority Authorization of Call-up

Individual call-ups against the standing offer of more than \$40,000.00 (Applicable Taxes included) up to \$100,000.00 for all departments other than DND; or up to \$200,000.00 for DND, when the most cost effective option that is not the lowest price is chosen, shall be authorized by the Standing Offer Authority.

Individual call-ups against the standing offer of more than \$100,000.00 (Applicable Taxes included) up to \$200,000.00 for all departments other than DND; or from \$200,000.00 up to \$375,000.00 for DND, when the lowest price option is chosen, shall be authorized by the Standing Offer Authority.

6.9.2 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, 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) Annex "D", the general conditions 2009 General Conditions: Standing Offers - Goods or Services – Authorized Users;
- d) Annex "E", the general conditions 2015A General Conditions: Goods – Authorized Users (Medium Complexity);
- e) Annex "A", Requirement;
- f) Annex "B", Basis of Payment;
- g) Annex "C", Reporting Requirements;
- h) Annex "F", 942-3 Call-up against a Standing Offer;
- i) the Offeror's offer dated _____ (The Standing Offer Authority will insert date of offer as specified by the Offeror in its offer).

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 _____ (The Standing Offer Authority will insert the name of the province or territory as specified by the Offeror in its offer, if applicable).

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.

6.14 Price Lists

SACC Manual Clause [M3000C](#) (2006-08-15) Price Lists

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 2015A General Conditions: Goods – Authorized Users (Medium Complexity) as amended, section 01, included at Annex "E" 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 General Conditions: Goods – Authorized Users (Medium Complexity) at Annex “E”, apply to and form part of the Contract.

The following sections of 2015A General Conditions: Goods – Authorized Users (Medium Complexity) apply to Federal Identified Users only:

Section 27 – Contingency Fees

Section 29 – Integrity Provisions – Contract

Section 31 – Code of Conduct for Procurement contract

(The Standing Offer Authority will insert the following clause when payment by credit cards is accepted by the Offeror.)

Section 16, Interest on Overdue Accounts, of 2015A General Conditions: Goods – Authorized Users (Medium Complexity) will not apply to payments made by credit cards.

6.3 Term of Contract

6.3.1 Delivery Date

Delivery must be made within date quoted by the Offeror at time of call-up against the Standing Offer.

6.4 Payment

6.4.1 Basis of Payment – Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the approved call-up against the Standing Offer, the Contractor will be paid a firm unit price(s), in accordance with the applicable provisions as set out in the Basis of Payment at Annex “B”. Customs duties are included and Applicable Taxes are extra.

The Authorized User will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.4.2 Multiple Payments

SACC Manual Clause [H1001C](#) (2008-05-12) Multiple Payments

6.4.3 Electronic Payment of Invoices – Call-up

(The Standing Offer Authority will reproduce below, the information from Annex “G”, Electronic Payment Instruments, in which were identified electronic payment instruments accepted by the Offeror.)

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).

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 release document and any other documents as specified in the Contract; and
 - b) a copy of the invoices, receipts and vouchers for all direct expenses.
2. Invoices must be distributed as follows:
 - a) As per call up against the Standing Offer for certification and payment.

6.6 Insurance – No Specific Requirement

SACC Manual Clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirement

6.7 SACC Manual Clauses

[A3000C](#) (2014-11-27) Aboriginal Business Certification
[B1505C](#) (2016-01-28) Shipment of Dangerous Goods/Hazardous Products
[B7500C](#) (2006-06-16) Excess Goods
[D2025C](#) (2017-08-17) Wood packaging materials
[D3010C](#) (2016-01-28) Delivery of Dangerous Goods/Hazardous Products
[D3014C](#) (2007-11-30) Transportation of Dangerous Goods/Hazardous Products
[D3015C](#) (2014-09-25) Dangerous Goods / Hazardous Products – Labelling and Packaging Compliance
[D9002C](#) (2007-11-30) Incomplete Assemblies

6.8 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](#)".

6.9 Condition of Material

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

6.10 Shipping Instructions

1. For motors shipped at points served by truck or rail, shipment shall be consigned to the destination specified in any contract resulting from a call-up against the Standing Offer and delivered DDP Delivered Duty Paid (**place of destination named in the contract resulting from a call-up against a standing offer**) Incoterms 2010. The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes. Beyond that point, freight charges are extra and the responsibility of the consignee.
2. For motors shipped at points involving air or water route, shipment shall be consigned to the destination specified in any contract resulting from a call-up against the Standing Offer and delivered FCA Free Carrier (**Offeror's facility named in the contract**) Incoterms 2010. Canada will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance and customs duties (if applicable). Inland transportation charges are to be prepaid by the Contractor and shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill.
3. For parts and accessories, shipment shall be consigned to the destination specified in any contract resulting from a call-up against the Standing Offer and delivered FCA Free Carrier (**Offeror's facility named in the contract**) Incoterms 2010. Canada will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance and customs duties (if applicable). Transportation charges are to be prepaid by the Contractor and shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill.

6.11 Limitation of Contractor's Liability for Damages to Canada

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to **value of the contract resulting from a call-up against a standing offer**. This limitation of the Contractor's liability does not apply to:
 - a. any infringement of intellectual property rights; or
 - b. any breach of warranty obligations.
3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

ANNEX "A"

REQUIREMENT

1. Summary

Procurement Strategy for Aboriginal Business (PSAB). The Contractor must supply the 2022 models of commercial brands of outboard motors, inboard motors and stern drives with their parts and accessories under the Procurement Strategy for Aboriginal Business to Authorized Users (Federal Identified Users and Provincial/Territorial Identified Users) for deliveries across Canada, except areas subject to Comprehensive Land Claims Agreements (CLCAs), on an as-and-when requested basis. In addition, a standing offer will be issued to the Original Equipment Manufacturers or up to two (2) exclusive distributors which will be for deliveries across Canada, except areas subject to CLCAs. The requirement does not contain servicing, installation, or repair and overhaul. In the event a client requires outboard motors, inboard motors or stern drives to be delivered in CLCA area, this procurement will be treated as a separate requirement outside the standing offer.

2. Requirement

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

3. Manuals

The Contractor must provide and clearly label all manuals required for description, operation, installation, maintenance, repair and safety instructions of the deliverable end items, in Canada's both official languages: English and French.

4. Deliverables

4.1 Items – Outboard Motors, Inboard Motors and Stern Drives with their Parts and Accessories

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

4.2 Marking, Labelling, Packaging and Palletization

The Contractor must provide the marking, labelling, packaging and palletization of the items detailed in the call-up against the Standing Offer.

4.3 Documentation

The Contractor must deliver the documentation including the manuals of section 3 above of the items detailed in the call-up against the Standing Offer.

5. Inspection and Acceptance

The Project Authority named in the call-up against the Standing Offer is the person responsible for the inspection and acceptance at delivery of the items for Canada.

6. Shipment Return

Prior approval from the Contractor is required before a consignee can return any shipment.

ANNEX "B"

BASIS OF PAYMENT

1. In consideration of the Offeror satisfactorily completing all its obligations under a contract resulting from a call-up against a Standing Offer, the Offeror shall be paid firm unit prices in Canadian funds, Canadian customs duties included, applicable taxes extra. The Offeror must maintain its firm unit prices for the period of Standing Offer.

(a) Category A, Schedule A - Yamaha Outboard Motors

The unit prices for the 2022 models of Yamaha outboard motors will be the prices to be attached by the Offeror in Appendix 1 to Annex "B" – Pricing Schedule.
(The Standing Offer Authority will insert the Appendix 1 to Annex "B" – Pricing Schedule as specified by the Offeror in its offer.)

(b) Category B, Schedule A - Mercury Outboard Motors

The unit prices for the 2022 models of Mercury outboard motors will be the prices to be attached by the Offeror in Appendix 1 to Annex "B" – Pricing Schedule.
(The Standing Offer Authority will insert the Appendix 1 to Annex "B" – Pricing Schedule as specified by the Offeror in its offer.)

(c) Category C, Schedule A - Mercury and Mercury Mercruiser Brands of Inboard Motors and Stern Drives

The unit prices for the 2022 models of Mercury and Mercury Mercruiser brands of inboard motors and stern drives will be the prices to be attached by the Offeror in Appendix 1 to Annex "B" – Pricing Schedule.
(The Standing Offer Authority will insert the Appendix 1 to Annex "B" – Pricing Schedule as specified by the Offeror in its offer.)

(d) Category D, Schedule A – Volvo Penta Brand of Inboard Motors and Stern Drives

The unit prices for the 2022 models of Volvo Penta brand of inboard motors and stern drives will be the prices to be attached by the Offeror in Appendix 1 to Annex "B" – Pricing Schedule.
(The Standing Offer Authority will insert the Appendix 1 to Annex "B" – Pricing Schedule as specified by the Offeror in its offer.)

(e) Category A, Schedule B - Yamaha Brand of Parts and Accessories for Outboard Motors

The unit prices for the Yamaha brand of parts and accessories for outboard motors will be the prices as published in Yamaha's master parts and accessories price list latest editions in effect on date of order, less ____ discount off wholesale.
(The Standing Offer Authority will insert the discount as specified by the Offeror in its offer.)

(f) Category B, Schedule B - Mercury Brand of Parts and Accessories for Outboard Motors

The unit prices for the Mercury brand of parts and accessories for outboard motors will be the prices as published in Mercury's master parts and accessories price list latest editions in effect on date of order, less ____ discount off wholesale.
(The Standing Offer Authority will insert the discount as specified by the Offeror in its offer.)

(g) Category C, Schedule B - Mercury and Mercury Mercruiser Brands of Parts and Accessories for Inboard Motors and Stern Drives

The unit prices for the Mercury and Mercury Mercruiser brands of parts and accessories for inboard motors and stern drives will be the prices as published in Mercury Marine's master parts and accessories price list latest editions in effect on date of order, less ____ discount off wholesale.

(The Standing Offer Authority will insert the discount as specified by the Offeror in its offer.)

(h) Category D, Schedule B - Volvo Penta Brand of Parts and Accessories for Inboard Motors and Stern Drives

The unit prices for the Volvo Penta brand of parts and accessories for inboard motors and stern drives will be the prices as published in Volvo Penta' master parts and accessories price list latest editions in effect on date of order, less ____ discount off wholesale.

(The Standing Offer Authority will insert the discount as specified by the Offeror in its offer.)

2. Prices excluding Canadian customs duties will be made available to Authorized Users upon request.

3. Prices include the cost of packaging in accordance with good commercial practice to ensure safe arrival at destination.

4. Freight charges are as per Article 6.10, Shipping Instructions in Part 6B.

5. The handling charges payable on items ordered in error by Authorized Users and which are to be returned for credit or replacement will be calculated as follows:

(a) Motors (return category will be assessed by the Offeror at time of order upon request by Authorized Users):

1) Regularly Stock Motors: ____

2) Special Order Motors: ____

(The Standing Offer Authority will insert the charges as specified by the Offeror in its offer, if applicable.)

(b) Parts and Accessories (return category will be assessed by the Offeror at time of order upon request by Authorized Users):

1) Regularly Stock Parts and Accessories: ____

2) Special Order Parts and Accessories: ____

(The Standing Offer Authority will insert the charges as specified by the Offeror in its offer, if applicable.)

Solicitation No. - N° de l'invitation
E60ML-210001/E
Client Ref. No. - N° de réf. du client
E60ML-210001

Amd. No. - N° de la modif.
File No. - N° du dossier
029ml.E60ML-210001

Buyer ID - Id de l'acheteur
029ml
CCC No./N° CCC - FMS No./N° VME

ANNEX "C"

REPORTING REQUIREMENTS

1. Reporting Requirements

Reports may contain, but are not limited to, the following information:

- i. the standing offer number;
- ii. the supplier name;
- iii. the reporting period;
- iv. the call-up number for each call-up, including amendments;
- v. the client department;
- vi. the contracting authority;
- vii. the date of the call-up;
- viii. the call-up period;
- ix. the line items acquired; and
- x. the value of the call-up, applicable taxes included.

ANNEX "D"

2009 GENERAL CONDITIONS: STANDING OFFERS – GOODS OR SERVICES – AUTHORIZED USERS

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

2009 01 Interpretation

In the Standing Offer, unless the context otherwise requires:

"Authorized User"

means a Federal Identified User and Provincial/Territorial Identified User as specified in the Standing Offer and authorized 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 the Authorized User and the Offeror for the goods, services or both described in the Call-up;

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

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

"Federal Identified User"

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

"Offeror"

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

"Provincial/Territorial Identified User"

means any Canadian province or territory including, 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 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 General

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

2009 03 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 Offer

1. 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 Authorized Users may request those goods or services or combination of goods and services, 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 when those goods or services or combination of goods and services have been requested, provided that the 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 and 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 or services or combination of goods and services listed in the Standing Offer be made using an electronic purchasing tool. Unless otherwise specified in the Standing Offer, 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 Call-ups

If applicable, the Authorized Users will use the form included in the Standing Offer to order goods or services or combination of goods and services. Requests for goods or services or combination of goods and services may also be initiated through telephone calls, facsimiles, emails, etc. or by using acquisition cards (Visa or MasterCard).

Call-ups ordered and paid for with acquisition cards (Visa and MasterCard), including Call-ups made by telephone calls must be confirmed in writing through emails, facsimiles or other means, and must be in accordance with the terms and conditions and at the prices stipulated in the Standing Offer.

2009 06 Withdrawal

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

2009 07 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 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 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 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 email 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 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 [Ineligibility and Suspension Policy](#).

2009 12 Access to Information

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

Furthermore, the Offeror acknowledges that section 67.1 of the [Access to Information Act](#), R.S.C. 1985, c. A-1, or its equivalent at the provincial/territorial level, provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#), or its equivalent at the provincial/territorial level, is guilty of an offence and is liable to imprisonment or a fine, or both.

2009 13 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 Code of Conduct for Procurement—Standing Offer

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

ANNEX "E"

2015A GENERAL CONDITIONS: GOODS – AUTHORIZED USERS (MEDIUM COMPLEXITY)

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

2015A 01 Interpretation

In the Contract, unless the context otherwise requires:

"Applicable Taxes"

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

"Articles of Agreement"

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

"Authorized User"

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

"Authorized User's Property"

- means anything supplied to the Contractor by or on behalf of the Authorized User for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by the Authorized User under the Contract;
- "Canada", "Crown", "Her Majesty" or "the Government"
means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;
- "Contract"
means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;
- "Contracting Authority"
means the person designated by that title in the Contract, or by notice to the Contractor, to act as the Authorized User's representative to manage the Contract;
- "Contractor"
means the person, entity or entities named in the Contract to supply goods, services or both to the Authorized User;
- "Contract Price"
means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;
- "Cost"
means cost determined according to [Contract Cost Principles 1031-2](#) as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;
- "Federal Identified User"
means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11;
- "Party"
means the Authorized User, the Contractor or any other signatory to the Contract and "Parties" means all of them;
- "Provincial/Territorial Identified User"
means any Canadian province or territory including, 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;
- "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 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 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 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 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 Time of the Essence

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

2015A 07 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 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 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 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 Users (client) Reference Number (CRN). Procurement Business Number (PBN), and financial code(s);

- b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - c. deduction for holdback, if applicable;
 - d. the extension of the totals, if applicable; and
 - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

2015A 11 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](#), Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the [Canada Revenue Agency](#). The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

2015A 12 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 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 Shipment Documentation

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

2015A 15 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 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 (Payments Canada);

"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 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 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 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 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 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 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 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 Termination for Convenience

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by the Authorized User. The Contractor agrees that it will only be paid the following amounts:
 - a. on the basis of the Contract Price, for any part of the Work 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 incurred by the Contractor plus a fair and reasonable profit thereon as determined by Canada in accordance with the profit provisions found in PWGSC Supply Manual section [10.65 Calculation of profit on negotiated contracts](#), for any part of the Work commenced, but not completed, prior to the date of the termination notice. The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; 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, interest, 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 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 the Authorized User 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 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 Contingency Fees

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#), 1985, c. 44 (4th Supplement).

2015A 28 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.

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File No. - N° du dossier
029ml.E60ML-210001

Buyer ID - Id de l'acheteur
029ml
CCC No./N° CCC - FMS No./N° VME

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 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 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 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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ANNEX "F"

942-3 CALL-UP AGAINST A STANDING OFFER

See attached.

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ANNEX "G" to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

1. 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).



Call-up Against a Standing Offer Commande subséquente à une offre à commandes

Ship to - Expédier à

To the supplier: The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.

Billing Address - Adresse de facturation Same as Above / Comme ci-dessus

Au fournisseur : L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commande seront fournis dans la commande subséquente à l'offre à commandes.

Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following numbers.
Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants

Vendor's Name and Address - Nom et adresse du fournisseur	Standing Offer No. - N° de l'offre à commandes
	Call-up No. - N° de commandes subs

Amendment No. N° de modification	Previous Value (\$) Valeur précédente (\$)	Value of increase or decrease (\$) Valeur de l'augmentation ou diminution (\$)	Total estimated expenditures or revised Total des dépenses estimatives ou révisées
		\$0.00	\$0.00

Item No. N° de l'article	Item Description Description de l'article	U. of I. U. de d.	Quantity Quantité	Unit Price Prix unitaire \$	Extended Price Prix calculé \$
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Special Instructions - Instructions particulières **Total** \$0.00

For further information, call - Pour renseignements supplémentaires, contacter	Delivery required by Livraison requise le (Y-A-MM-D-J) ▶
Name Nom ▶	<div style="border-top: 1px solid black; margin-bottom: 10px;"> Authorized Signature - Signature autorisée (Mandatory - Obligatoire) </div> <div style="border-top: 1px solid black; margin-bottom: 10px;"> Date (Y-A-MM-D-J) </div>
Telephone No. N° de téléphone ▶	
Email Courriel ▶	

