

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
Pacific Region  
401 - 1230 Government Street  
Victoria, B.C.  
V8W 2Z4  
Bid Fax: (250) 363-3344

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

National Master Standing Offer (NMSO)  
Offre à commandes principale et nationale (OCPN)

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada - Pacific  
Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 2Z4

<b>Title - Sujet</b> DFO - CREOSOTE TREATED POLES	
<b>Solicitation No. - N° de l'invitation</b> F1571-127004/A	<b>Date</b> 2012-08-24
<b>Client Reference No. - N° de référence du client</b> F1571-127004	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$XLV-179-6006
<b>File No. - N° de dossier</b> XLV-2-35111 (179)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-10-09</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Cond, Anthony A.	<b>Buyer Id - Id de l'acheteur</b> xlv179
<b>Telephone No. - N° de téléphone</b> (250)363-3309 ( )	<b>FAX No. - N° de FAX</b> (250)363-3960
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF FISHERIES AND OCEANS SEE HEREIN	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

The Request for Standing Offers (RFSO) template is divided into seven parts :

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

The Annexes include:

- Annex A Statement of Work
- Annex B Basis of Payment
- Annex C Insurance Requirements
- Annex D Evaluation

### 1.2 Summary:

- (i) This Request For Standing Offer is to provide Timber Float Modules, as described in Annex A, to the Department of Fisheries & Oceans/Small Craft Harbours on an "as and when requested" basis during the period of the Regional Individual Standing Offer (RISO). The period of the Standing Offer will be from date of award for a period of one (1) year, with an option to renew for two (2) additional one-year periods. The basis of payment will be renegotiated prior to the commencement of each optional year.
- (ii) All material is to be bundled and shipped DDP to the Destination in Richmond, British Columbia.

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- (iii) The requirement is exempt from the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), Annex 4 and the North American Free Trade Agreement (NAFTA), Chapter Ten Annex 1001.2b paragraph 1. However, it is subject to the Agreement on Internal Trade (AIT).
- (iv) Pursuant to section 01 of Standard Instructions 2006 and 2007, a Consent to a Criminal Record Verification form, must be submitted with the bid, by the bid solicitation closing date, for each individual who is currently on the Bidder's Board of Directors.
- (v) Annex A provides the specification of the creosote treated poles that are to be covered by any Standing Offer which might result from this Request For Standing Offer. Annex B - provides the "Basis of Payment" that will apply to resulting Contracts from the Standing Offer. Annex C specifies the insurance required by the Offeror. Annex D - "Evaluation" is to be completed and returned with the offer.

### **1.3 NOT USED - Security Requirement**

### **1.4 Options**

- (a) The Contractor grants to Canada the irrevocable option to extend the term of the Contract under for two (2) one-year (1) periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- (b) Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) Calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

### **1.5 Debriefings**

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

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## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions:

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* *Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-condition-s-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 (2012-07-11) Standard Instructions - Request for Standing Offers - Goods or Services, Competitive Requirements- and 2010A (2011-05-16) General Conditions - Goods (Medium Complexity) are incorporated by reference into and form part of the RFSO.

### 2.2 Submission of Offers:

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

### 2.3 Enquiries - Request for Standing Offers:

All enquiries *must be submitted in writing* to the Standing Offer Authority no later than three (3) 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

## 2.4 **Applicable Laws**

1. The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed by the laws in force in British Columbia.
2. 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 **List of Proposed Subcontractors**

If the offer includes the use of subcontractors, the Offeror agrees, upon request from the Standing Offer Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

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

- Section I: Management Offer (*I* hard copy)
- Section II: Financial Offer (*I* hard copy)
- Section III: Technical Offer (1 hard copy)
- Section IV: Certifications Requirements (*I* hard copy)

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers;
- (c) include the certifications as a separate section of the offer.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, bidders are encouraged to :

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

If bids are submitted by facsimile in accordance with 2006 Standard Instructions, Section 07(3) as modified under Part 2, Article 1, then the bid should be provided in the same three section format as for hard copies.

**3.1.1 Section I: Technical Offer**

In their technical offer, Annex D Evaluation Article D1, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. The Technical Offer should be concise and should include all certifications and other requirements as noted in Parts 3 and 5.

**3.1.2 Section II: Financial Offer**

Offerors must submit their financial offer by completing the tables contained in Annex D Evaluation. The total amount of Goods and Services Tax or Harmonized Sales Tax, if applicable, must be shown separately.

**3.1.3 Section III: Certification Requirements**

Offerors must submit the certifications required in accordance with Part 5. If these certifications do not accompany the offer documents at the time of offer submission, they will be requested by the Standing Offer Authority as detailed in Part 7..5.

**3.2 Tables of Deliverable Requirements****3.2.1 Mandatory Offer Deliverable Requirements**

Notwithstanding deliverable requirements specified anywhere else within this Request For Standing Offer the following are the only mandatory deliverables that must be submitted with the Offer documents at the time of bid closing. The following are mandatory and the Offeror must be compliant on each item to be considered responsive.

Item	Description	Completed and Attached
1	<b>Request For Standing Offer document part 1 page 1 completed and signed;</b>	
2	<b>Completed Section I - Technical Offer in accordance with Annex A and Annex D Evaluation article D1.</b>	
3	<b>Completed Section II - Financial Offer, Annex "D" Evaluation as per 3.1.2</b>	
4	<b>Completed Section III - Certifications Requirements - as per Part 5</b>	
5	<b>Completed <u>Consent to a Criminal Record Verification Form (Form PWGSC-TPSGC 229)</u> per article 5.1.1</b>	

### 3.2.2 Supporting Offer Deliverable Requirements

If the following information which supports the offer is not submitted with the offer; it will be requested by the Standing Offer Authority, from the Offerors and it shall be provided within 24 hours of the written request:

Item	Description	Completed and Attached	To be forwarded if requested by the SOA
1	Changes to Applicable Laws (if any) as per article 2.4		
2	Subcontractor List (if any) as per article 2.5		
3	<b>NOT USED</b> - Credit Card Acceptance per article 3.1.3		
4	FCP Certification as per article 5.3		
5	<b>NOT USED</b> - Proof of good standing with Worker's Compensation Board as per article 5.4		
6	<b>NOT USED</b> - ISO Registration Certificate or Quality Assurance Documentation, as per article 5.5		
7	Company and individual Certifications and Qualifications as per article 4.1.1 and 5.6		
8	Offeror's Contacts as per Article 7.4.3		

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

#### 4.1.1 Management Evaluation

Offers will be assessed in accordance with the entire requirement of the bid solicitation including compliance with the mandatory certification and tables of deliverable requirements as detailed in Parts 3 & 5.

The supply management process must include the following elements:

- a. History of the company, indicating his experience, types of work performed, etc.
- b. List of all the staff that the offeror intends to use (level of qualification, dates, numbers, certificate and copies of certificates or certificates for each of them).
- c. Detailed list of all equipment and facilities owned by the offeror may be used to perform the work covered by the offer.
- d. Clear explanation of how services are provided.

Any additional information which supports the offer will be requested as required by the Standing Offer Authority as indicated in Part 3. Only those offers which are found to meet all the mandatory requirements and the submission of acceptable additional information within the specified time frames will be deemed responsive.

#### 4.1.2 Technical Evaluation

Offers submitted in response to this Request For Standing Offer (RFSO), must conform with, and satisfy all of the RFSO terms and conditions and stated requirements, including the entire Requirement attached as Annex A.

The Technical Offer will be examined by the evaluation team to confirm compliance with the Mandatory Requirements of the Technical Specification. Any offers submitted that do not conform with the Requirement **will automatically be declared non-responsive**. For the reasons stated above, Offerors are cautioned that any explanatory statements or deviations from the Requirement provided with their offers **must not give any indication of non-conformance**.

### **4.1.3 Financial Evaluation**

The prices offered in Annex D2 will be examined by the evaluation team to confirm mathematical accuracy and fair value. The total price for evaluation will be based on the information provided in Annex D.

## **4.2 Basis of Selection**

### **4.2.1 Basis of Selection - Mandatory Technical Criteria Only**

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

## PART 5 - CERTIFICATIONS

### 5.1 General

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify the Offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

#### 5.1.1 Code of Conduct Certifications - Consent to a Criminal Record Verification

Offerors must submit as part of their offer, by Request for Standing Offers closing date:

- (a) a complete list of names of all individuals who are currently directors of the Offeror;
- (b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSGC 229), for each individual named in the list. The form can be obtained at:  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.htm>  
or request it from the Contracting Authority.

**5.2 Certifications Precedent to Issuance of a Standing Offer:** The certifications listed below should be submitted with the offer, but may be completed and submitted afterwards. If any of these required certifications is not completed or submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

### 5.3 Federal Contractors Program for Employment Equity - \$200,000 or more

The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a supply

arrangement. If the Supplier, or, if the Supplier is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a supply arrangement.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations.

Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any arrangements from ineligible contractors, including an arrangement from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

If the Supplier does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Supplier must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

The Supplier, or, if the Supplier is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Supplier or the member of the joint venture

- ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

Signature

Name

Title

Date

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 NOT USED - Security Requirement:**

### **6.2 Insurance Requirements**

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

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

The Contractor must forward to the Standing Offer Authority, within ten (10) days after the date of award of the Standing Offer, a Certificate of Insurance including details of the insurance coverage, exclusions, deductibles and conditions and confirming that the insurance policy complying with the requirements is in force. The Contractor must, if requested by the Standing Offer Authority, forward to Canada a certified true copy of all applicable insurance policies.

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## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer:

The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

#### 7.2 NOT USED - Security Requirement

#### 7.3 Standard Clauses and Conditions:

All clauses and conditions identified in the Contract 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>) issued by Public Works and Government Services Canada.

##### 7.3.1 General Conditions

The 2006 (2012-07-11) Standard Instructions - Request for Standing Offers - Goods or Services, Competitive Requirements- and 2010A (2012-07-16) General Conditions - Goods (Medium Complexity) are incorporated by reference into and form part of the RFSO.

##### 7.3.2 Standing Offers Reporting

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

The data must be submitted on a "quarterly basis" to the Public Works and Government Services Canada Standing Offer Authority.

The Offeror must provide this data in an Excel spreadsheet format which will be provided to the Offeror electronically by the Standing Offer Authority. All data fields of the report must be completed as requested. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report. Failure to provide fully completed reports in accordance with the above instructions may result in the setting aside of the Standing Offer and the application of a vendor performance corrective measure.

The data must be submitted on a "quarterly basis" to the Public Works and Government Services Canada Standing Offer Authority.

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Quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

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

## **7.4 Term of Standing Offer**

### **7.4.1 Period of Standing Offer:**

The period for making call-ups against the Standing Offer is from the date of the award of the Standing Offer to **31 October 2013**.

### **7.4.2 Option to Extend the Contract:**

- (a) The Contractor grants to Canada the irrevocable option to extend the term of the Contract for two (2) one-year (1) periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- (b) Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) Calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

## **7.5 Authorities**

### **7.5.1 Standing Offer Authority:**

The Standing Offer Authority for the Standing Offer is:

Mr. Tony Cond,  
Engineering Supply Specialist  
Public Works and Government Services Canada  
Pacific Region, Acquisitions, Marine  
401-1230 Government Street  
Victoria, B.C. V8W 3X4  
Telephone: 250-363-3309; Facsimile: 250-363-3960  
E-mail: Anthony.Cond@pwgsc-tpsgc.gc.ca

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

### 7.5.2 Project Authority

The Project Authority for the Standing Offer is:

Andrew Cornell, or his delegated representative  
 Department of Fisheries and Oceans  
 Small Craft Harbours  
 Suite 201-400 Burrard St.  
 Vancouver, B.C., V6C 3S4  
 Telephone: 604 666-6724                      Facsimile: 604 666-7056  
 E-mail address: Andrew.Cornell@dfo-mpo.gc.ca

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 monitoring progress, administration of resulting Contracts issued as a result of the Standing Offer and for designating a Technical Authority Contact, who will be responsible for the technical content of the Work under the resulting Contract.

### 7.5.3 Offeror's Representatives:

Name and telephone numbers of the persons cleared to receive call-ups from this Standing Offer:

Name : \_\_\_\_\_ Telephone Number: \_\_\_\_\_

\_\_\_\_\_

Facsimile Number: \_\_\_\_\_ E-mail address: \_\_\_\_\_

### 7.6 Identified Users:

The Identified User authorized to make call-ups against the Standing Offer is the Project Authority named in article 7.5.2, or their delegated representative.

**7.7 Call-up Procedures:**

An estimate of the cost of performing specific work is required. The Identified User will provide the Offeror with a statement of the work required and the Offeror must provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer as indicated in Annex B.

The Offeror must not undertake any of the specified work unless and until a call-up is issued by the Identified User. The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Identified User

**7.8 Call-up Instrument:**

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942 or an equivalent electronic document.

**7.9 Limitation of Call-ups:**

Individual call-ups against the Standing Offer must not exceed **\$40,000.00** (Goods and Services Tax or Harmonized Sales Tax extra as applicable).

**7.10 Financial Limitation:**

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of **\$100,000.00** (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or two (2) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

**7.11 Priority of Documents:**

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

- (a) the call up against the Standing Offer, including any annexes;
- (b) the Standing Offer;
- (c) the 2006 (2012-07-11) Standard Instructions - Request for Standing Offers - Goods or Services, Competitive Requirements;
- (d) the General Conditions 2010A ( 2012-07-16) - Goods (Medium Complexity) are incorporated by reference into and form part of the RFSO;
- (e) Annex A - Statement of Work;
- (f) Annex B - Basis of Payment;
- (g) Annex C - Insurance; and,
- (h) the Offeror's offer \_\_\_\_\_ (*insert date of offer*), \_\_\_\_\_ (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended \_\_\_\_\_*).

**7.12 Certifications****7.12.1 Compliance:**

Compliance with the Certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the entire period of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or that it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

**7.13 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ . (To be completed by the Standing Offer Authority upon award of the Standing Offer).

**7.14 Codes and Standards**

The Offeror must perform work in accordance with National Building Code of Canada (NBC), Workers Compensation Board of B.C., and any other code of provincial or local application provided that in any case of conflict or discrepancy, the more stringent requirements shall apply. The Standing Offer shall meet or exceed requirements of specified standards, codes and referenced documents.

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## 7.15 Regulatory Requirements

The Offerer must:

- (a) Pay all fees, obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation.
- (b) Provide the inspection authority with such information as may be required for issue of acceptance certificates.

Upon request, the Contractor shall provide a copy of any such permit, license, or certificate to Canada.

## B. RESULTING CONTRACT CLAUSES

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

### 7.16 Requirement:

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

### 7.17 Standard Clauses and Conditions

#### 7.17.1 General Conditions

2010A, 2012-07-16, Goods (Medium Complexity) apply to and form part of the Standing Offer.

### 7.18 Term of Contract

#### 7.18.1 Delivery Date:

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

## 7.19 Payment

### 7.19.1 Basis of Payment - Firm Price or Firm Lot Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm price indicated in the Call-up Document, based on the prices as indicated in the attached Annex B, Basis of Payment. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

### 7.19.2 Limitation of Price

SACC Manual Clause      C6000C      Limitation of Price      2011-05-16

### 7.19.3 Method of Payment

SACC Manual Clause      H1001C      Multiple Payments      2008-05-12

### 7.19.4 NOT USED - SACC Manual Clauses

## 7.20 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions

### **Invoices are to be made out and sent to:**

Small Craft Harbours  
Suite 200 - 401 Burrard Street  
Vancouver, BC    V6C 3S4

### **A copy of the original invoice should be sent to:**

Public Works and Government Services Canada  
Pacific Region, Acquisitions Marine  
401-1230 Government Street  
Victoria, BC    V8W 3X4  
Attention: Tony Cond, Engineering Supply Specialist

## ANNEX A - REQUIREMENT

### A1. TECHNICAL SPECIFICATION

The Supplier shall follow the mandatory specification requirements for stated in the full Technical Specification which is an electronic document entitled:

Timber Pile Specifications 27 June 2012.pdf

**To obtain a copy of the Statement of Work, Bidders must request this document in writing from the Contracting Authority in Article 7.5.1.**

#### A1.1 Table of Contents

Item	Description of Work	Estimated Quantities for Ranking Purposes (linear ft)
1	Fabrication and supply of untreated 12" butt size timber piles, 20-100ft in length	700
2	Fabrication and supply of untreated 13" butt size timber piles, 20-100ft in length	700
3	Fabrication and supply of untreated 14" butt size timber piles, 20-100ft in length	700
4	Fabrication and supply of creosote treated 12" butt size timber piles, 20-100ft in length	1,400
5	Fabrication and supply of creosote treated 13" butt size timber piles, 20-100ft in length	1,400
6	Fabrication and supply of creosote treated 14" butt size timber piles, 20-100ft in length	1,400

**ANNEX B - BASIS OF PAYMENT**

(To be completed by the Standing Offer Authority at time of Standing Offer Award)

***NOTE: This section is included as a sample only. The actual prices will be inserted here by the Standing Offer Authority upon Standing Offer Award. The Offeror should not fill anything in here at the time of making the offer.***

The firm offer for the period \_\_\_\_\_

**B1. Pricing Data Sheet for Standing Offer for one year from date of award to 31 October 2013.**

Item	Description of Work	Unit Cost \$ (per linear ft length)	Estimated Quantities for Ranking Purposes (linear ft)	Total Price DDP Destination Richmond, BC \$
1	Fabrication and supply of untreated 12" butt size timber piles, 20-100ft in length		700	
2	Fabrication and supply of untreated 13" butt size timber piles, 20-100ft in length		700	
3	Fabrication and supply of untreated 14" butt size timber piles, 20-100ft in length		700	
4	Fabrication and supply of creosote treated 12" butt size timber piles, 20-100ft in length		1,400	
5	Fabrication and supply of creosote treated 13" butt size timber piles, 20-100ft in length		1,400	
6	Fabrication and supply of creosote treated 14" butt size timber piles, 20-100ft in length		1,400	
7	Price for <b>freight</b> of bundled timber piles shipped to the Steveston Harbour Authority at 12740 Trites Road, Richmond, BC V7E 3R8.			

**B2. DESTINATION:** Bundled, modules are to be shipped to:

**Steveston Harbour,  
12740 Trites Road,  
Richmond, BC  
V7E 3R8.**

Offerers must be prepared to offload the delivery vehicle at destination.

- B3 DELIVERY:** Piles are to be delivered **within 4-6 weeks of order**
- B4. Pricing for Standing Offer of next OPTION year will be negotiated before the end of current Standing Offer.**

## **ANNEX C - INSURANCE REQUIREMENTS**

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**C1 Commercial General Liability**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Department of Fisheries and Oceans and Public Works and Government Services Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

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- (i) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (j) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (k) Owners' or Contractors' Protective Liability. This covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (l) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgment of receipt.

send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

**ANNEX D - EVALUATION****D1 Technical Offer**

**Lowest Priced Technical Compliant:** The Technical Bid will be examined to ensure that all Mandatory Technical Criteria have been met and that there are no deviations.

**D2. Financial Offer****Price For Evaluation (All Taxes Excluded)**

Standing Offer of year 1 from date of award to 30 September 2013.

<b>Item</b>	<b>Description of Work</b>	<b>Unit Cost \$ (per linear ft length)</b>	<b>Estimated Quantities for Ranking Purposes (linear ft)</b>	<b>Total Amount \$</b>
<b>1</b>	Fabrication and supply of untreated 12" butt size timber piles, 20-100ft in length		700	
<b>2</b>	Fabrication and supply of untreated 13" butt size timber piles, 20-100ft in length		700	
<b>3</b>	Fabrication and supply of untreated 14" butt size timber piles, 20-100ft in length		700	
<b>4</b>	Fabrication and supply of creosote treated 12" butt size timber piles, 20-100ft in length		1,400	
<b>5</b>	Fabrication and supply of creosote treated 13" butt size timber piles, 20-100ft in length		1,400	
<b>6</b>	Fabrication and supply of creosote treated 14" butt size timber piles, 20-100ft in length		1,400	
<b>7</b>	<b>Total Price for Evaluation:</b>			\$_____

**D3 DESTINATION:** Bundled modules are to be shipped to **Steveston Harbour**, located at **12740 Trites Road, Richmond, BC V7E 3R8**. Offerers must be prepared to offload the delivery vehicle at destination

**D4 Pricing for Standing Offer of next OPTION year will be negotiated before the end of current Standing Offer.**

