

**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 0A1 / Noyau 0A1**

**Gatineau  
Québec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

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

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**

Marine Machinery and Services / Machineries et services maritimes

11 Laurier St. / 11, rue Laurier  
6C2, Place du Portage

Gatineau  
Québec

K1A 0S5

<b>Title - Sujet</b> BOUÉES DE PLASTIQUE / PLASTIC BUOYS	
<b>Solicitation No. - N° de l'invitation</b> FP999-130001/A	<b>Date</b> 2013-07-19
<b>Client Reference No. - N° de référence du client</b> FP999-130001	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$ML-016-23900
<b>File No. - N° de dossier</b> 016ml.FP999-130001	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-09-03</b>	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Wilkie, Neil	<b>Buyer Id - Id de l'acheteur</b> 016ml
<b>Telephone No. - N° de téléphone</b> (819)956-0704 ( )	<b>FAX No. - N° de FAX</b> (819)956-0897
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	
<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 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 (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)</b>	
<b>Signature</b>	<b>Date</b>



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D-I	As per call-up PWGSC 942	I-I	As per call-up PWGSC 942



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM	Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Bouées de plastique (modèles variés)/Plastic buoys (various models)	D-1	I-1	1	Each	\$	\$		See Herein	

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**PART 1 - GENERAL INFORMATION**

## 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: includes the certifications to be provided;
- Part 6           6A, Standing Offer, and 6B, Resulting Contract Clauses:
- 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work , the Basis of Payment and any other annexes.

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## 2. Summary

### 2.1 Introduction

The Canadian Coast Guard has a requirement for a Medium Plastic Coast/Harbour Buoy for floating aids to navigation application for use in many parts of Canada.

These buoys are required in red, green, yellow and white as per the International Association of Lighthouse Authorities (IALA's) colour requirements (IALA, 108 E) 1.

These buoys will be mounted with a solar powered lantern and dayboards as well as tethered to a chain mooring systems. The buoy shall be capable of operating during the summer and fall months of the year in sheltered coastal water and inland rivers.

### 2.2 Applicable Specifications

- 1) Medium Plastic Coastal/Harbour Buoys - Performance Specification, 2013-06. 58-013-000-GU-GJ-001 attached as Annex "B"

### 2.3 Requirement

The Canadian Coast Guard (CCG) has a requirement for Medium Plastic Coast/Harbour Buoy. The Contractor must be able to provide these Buoys in any of the colours called out in the specification of paragraph 1.2 above.

The Contractor will provide CCG with buoys on an as-and-when required basis. Table 1 below provides annual estimates of the number of buoys CCG anticipates it will require. This is not a commitment by CCG to order the quantities of buoys shown but is CCG's best estimate of its future requirements. These quantities will be used for purposes of evaluating proposals.

Table 1: Estimated annual buoy quantities

Year	Category 1	Category 2
<b>2013-2014</b>	23	280
<b>2014-2015</b>	3	23

**Note: The assembly of all buoy components shall be the responsibility of the OEM or representative here in Canada.**

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### 3. Security Requirement

There is no security requirement associated with the Standing Offer.

### 4. Debriefings

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

### 5 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 2 - OFFEROR INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

### **2. Submission of Offers**

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

### **3. Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) 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.

### **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

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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.

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### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

#### 1. Offer Preparation Instructions

Remark to Standing Offer Authority: If soft copies are requested, it is suggested that the same quantity be requested for both hard and soft copies.

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

Section I: Technical Offer (2 hard copies)

Section II: Financial Offer (2 hard copies)

Section III: Certifications (2 hard copies)

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

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

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

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

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

To assist Canada in reaching its objectives, offerors should:

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

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**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 "Basis of Payment detailed below". The total amount of Applicable Taxes must be shown separately.

**Section III: Certifications**

Offerors must submit the certifications required under Part 5.

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria as established in Annex C.

### 2. Basis of Selection

#### 2.1 Basis of Selection - Lowest Price Per Point as detailed in Annex "C".

#### 2.2 Multiple Standing Offers:

There is a possibility that more than one standing offer will be awarded because of timeframes for delivery. Up to a maximum of 280 buoys from Category 1 must be delivered by March 31, 2014.

The Bidder's must provide their maximum number of buoys to be produced each month.

#### Proportional basis:

The call-up procedures require that call-ups be issued on a proportional basis such that the highest-ranked offeror receives the largest predetermined portion of the work; the second highest-ranked offeror receives the second largest predetermined portion of the work, etc. (for example, 50 percent to the highest-ranked offer, 30 percent to the next highest-ranked offer and 20 percent to the third highest-ranked offer).

This predetermined distribution of the resulting work is also known as "collective best value". The highest-ranked standing offer represents the best value for Canada, and its offeror receives the largest portion of the work. A clear advantage in terms of distribution of expected business volume should be given to the highest-ranked offeror (for example, 20 percent or more than the next offer) and the same for the others. The determination of what constitutes a clear advantage is the responsibility of the contracting officer and may vary by commodity, service or by business case. The resultant call-ups are considered competitive and the competitive call-up authorities can be used.

Where individual standing offers are to be authorized based on the proportional basis approach, the contracting officer will inform the authorized user of his/her obligation to monitor call-up activities to ensure work is allocated in accordance with predetermined work

In addition to the above, when the intention is that multiple standing offers will be authorized for use, a condition that only those standing offers, which are within, **20** percent of the best-priced offer, will be considered.

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## **PART 5 - CERTIFICATIONS**

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation 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 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, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

### **1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer**

#### **1.1 Code of Conduct and Certifications - Related documentation**

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006 . The related documentation therein required will assist Canada in confirming that the certifications are true.

### **2. Additional Certifications Precedent to Issuance of a Standing Offer**

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and 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 requirement within that time period will render the offer non-responsive.

#### **2.1 Federal Contractors Program - Certification**

.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 Applicable Taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror 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 standing offer.

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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 offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

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

The Offeror or the member of the joint venture

- A.  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;
- B.  is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- C.  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;
- D.  is subject to 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.

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**PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**
**A. STANDING OFFER****1. Offer**

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

1.2 Unit price in Canadian Dollars, all taxes included, FOB: Quebec City Quebec

<b>Year</b>	<b>Category 1</b>	<b>Unit Price</b>	<b>Category 2</b>	<b>Unit Price</b>
<b>2013-2014</b>	23	\$ _____	280	\$ _____
<b>2014-2015</b>	3	\$ _____	23	\$ _____

**2. Security Requirement**

There is no security requirement applicable to this Standing Offer.

**3. Standard Clauses and Conditions**

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

**3.1 General Conditions**

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

**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.

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

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

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th quarter: January 1 to March 31.

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

#### 4. Term of Standing Offer

##### 4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from October 1, 2013 to March 31, 2015.

#### 5. Authorities

##### 5.1 Standing Offer Authority

The Standing Offer Authority is:

Neil Wilkie  
Supply Team Leader  
Public Works and Government Services Canada  
Machinery & Logistics Support Division

Portage III - Floor: 6C2 - Room: 52  
11 Laurier Street  
Gatineau, Quebec K1A 1C9  
Canada

Telephone : 819-956-0704

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Fax : 819-956-0897

E-mail : neil.wilkie@tpsgc-pwgsc.gc.ca

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

## 5.2 Project Authority

The Project Authority for the Standing Offer is:

Garret Furlong  
Project Manager  
Fisheries and Oceans Canada  
Electronics and Informatics  
- Floor: 7 - Room: 7S032  
200 Kent Street

Mail Stop: 7S036

Ottawa, Ontario K1A 0E6  
Canada

Telephone : 613-993-3416

Fax : 613-998-9258

Email: Garret.Furlong@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 under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

## 5.3 Technical Authority

The Technical Authority for the Standing Offer is:

Tony Maso  
Dept. of Fisheries and Oceans Canada  
Senior Mechanical Engineer

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Technical Specialist, ASD-ATON  
Integrated Technical Support,  
Canadian Coast Guard / 7W0116  
200 Kent Street  
Ottawa, Canada  
K1A 0E6

Phone - (613) 991-0187  
Fax: 613.993.3519  
Email: Tony.Maso@dfo-mpo.gc.ca

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Standing Offer and is responsible for all matters concerning the technical content of the Work under the Standing Offer. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Offeror's Representative  
(Fill in or delete, as applicable).

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## 6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 7. Identified Users

This standing offer shall be managed from the CCG National Headquarters in Ottawa and shall be accessible by all Regions on as required basis upon approval from the CCG Technical Authority.

## 8. Call-up Procedures

The identified user will issue a call-up against a standing offer each time goods/services are required.

## 9. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form . PWGSC-TPSGC 942, Call-up Against a Standing Offer, (etc.) or an electronic version.

## 10. Limitation of Call-ups

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

The minimum call-up made on this standing offer will be the equivalent of a 20 foot container.

## 11. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (Applicable Taxes 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 \_\_\_\_\_ 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.

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## 12. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 \_\_\_\_\_ (insert date), General Conditions - Standing Offers - Goods or Services
- d) the general conditions \_\_\_\_\_ ; (insert number, date and title of the general conditions that will apply to the contract)
- e) Annex A, Statement of Work ;
- f) Annex B, Performance Specification;
- g) Annex C, Evaluation Framework;
- h) the Offeror's offer dated \_\_\_\_\_ (insert date of offer), (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable).

## 13. Certifications

### 13.1 Compliance

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

## 14. 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 \_\_\_\_\_. (Insert the name of the province or territory as specified by the offeror in its offer, if applicable).

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## 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.

### 1. Statement of Work

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

### 2. Standard Clauses and Conditions

#### 2.1 General Conditions

2010A (2013-04-25), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

#### 2.2 Warranty

The Manufacturer shall provide a minimum of six (6) years full replacement warranty including shipping costs to original delivery point. The warranty period will begin on the date the equipment is received by the purchaser.

Items returned under warranty shall be the subject of detailed failure reports produced by the Manufacturer. Individual failure report shall be submitted by the Manufacturer to the Office of Primary Interest (OPI) identified herein, for review, within thirty (30) days of receipt of each defective product.

### 3. Term of Contract

#### 3.1 Delivery Date

Units shall be delivered within thirty (30) days of the Call-up against the Standing Offer. CCG shall respect a minimum order of quantity ten (10) units per call-up of mixed colours. Delivery shall be F.O.B. the destination indicated in the Call-up.

### 4. Quality Assurance

The Contractor is responsible for implementing a quality control system appropriate to the scope of the work to be performed. It is recommended that the quality control system be based on ISO 9001: 2008- "Quality Management Systems".

If the Contractor is registered to ISO 9001:2008, a copy of the QA Registration Certificate shall be submitted to the Technical Authority with the proposal

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The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the material or services provided conform to all drawings or specifications and the requirements of the contract and standing offer. The Contractor must keep accurate and complete inspection records which upon request must be made available to the CCG Technical Authority (and or his/her delegated representative) as well as the PWGSC Contracting Authority (and or his/her delegated representative).

As a condition of the Contract, Canada will also require that a spot check process be implemented whereby the CCG Technical Authority and PWGSC Contracting Authority will be notified of the appropriate buoy production run and invited to witness the Contractors quality control system in action. The Contractor will provide to Canada before contract award their quality control system plan and corresponding checklist to be used by Canada during the spot check process.

## 5. Configuration Control

All buoys are subject to stringent configuration control requirements to be established and maintained by the manufacturer.

The configuration of each buoy shall be readily traceable to the relevant specification and revision level at time of acquisition. This constitutes the baseline information.

Each buoy subjected to a configuration change shall cause the manufacturer to update the configuration control list to ensure that the buoy updated configuration is readily traceable to the new relevant specification, revision level or modification update. This constitutes the updated baseline information.

Upon request, the manufacturer shall provide the up-to-date master configuration control list to the Technical Authority. The control list shall be supplied in Excel format.

## 6. Payment

### 6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a \_\_\_\_\_ (insert "firm price" OR "firm unit price(s) OR "firm lot price(s)", as specified in \_\_\_\_\_ insert "contract" OR "in Annex \_\_\_\_ "for a cost of \$ \_\_\_\_\_ insert the amount at contract award). Customs duties are \_\_\_\_\_ (insert "included", "excluded" OR "subject to exemption") and Applicable Taxes are extra.

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## 6.2 Limitation of Price

Canada 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.

## 6.3 Multiple Payment

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

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

## 7. Invoicing Instructions

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.

Instruction to contracting officers: Use the following paragraph when invoices must be accompanied by supporting documents. The documents listed are examples only and must be revised to reflect the requirement. Delete this paragraph if no supporting documents are required.

Each invoice must be supported by:

- a copy of time sheets to support the time claimed;
- a copy of the release document and any other documents as specified in the Contract;
- a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- a copy of the monthly progress report.

Invoices must be distributed as follows:

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The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### 8. Insurance

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

#### 9. Shipping and Packaging

Units shall be individually wrapped in opaque plastic capable of withstanding normal shipping hazards, in addition to being suitable for long term storage (1 year).

Packaging shall have outer labels containing the following information:

- 1) Equipment designation;
- 2) Model number and descriptor;
- 3) Colour

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ANNEX "A"

Statement of Requirement

See attachment Statement of Work for "Medium Plastic Coastal/Harbour Buoy, Canadian Coast Guard # 58-013-000-EK-SW-007.

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Annex "B"

Specification for Medium Plastic Coastal/Harbour Buoys

See attachment "Medium Plastic Coastal/Harbour Buoys by the Canadian Coast Guard Performance Specification - 58-013-000-GU-GJ-001.

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Annex "C"

Evaluation Framework for Medium Plastic Coastal/Harbour Buoys

See attachment "Medium Plastic Coastal/Harbour Buoys by the Canadian Coast Guard Evaluation Framework - 58-013-000-GA-EP-001.