

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

Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

The referenced document is hereby revised; unless
otherwise indicated, all other terms and conditions of the
Offer remain the same.

Ce document est par la présente révisé; sauf indication
contraire, les modalités de l'offre demeurent les mêmes.

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

Title - Sujet TIMBER FLOATS RISO		
Solicitation No. - N° de l'invitation F1571-13700E/A		Date 2013-09-19
Client Reference No. - N° de référence du client F1571-137000/E		Amendment No. - N° modif. 001
File No. - N° de dossier XLV-3-36096 (167)	CCC No./N° CCC - FMS No./N° VME	
GETS Reference No. - N° de référence de SEAG PW-\$XLV-167-6305		
Date of Original Request for Standing Offer Date de la demande de l'offre à commandes originale		2013-09-04
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-10-01		Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
Address Enquiries to: - Adresser toutes questions à: Minckler, Mike		Buyer Id - Id de l'acheteur xlvl67
Telephone No. - N° de téléphone (250) 363-0110 ()	FAX No. - N° de FAX (250) 363-3960	
Delivery Required - Livraison exigée		
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:		
Security - Sécurité This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.		

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required Accusé de réception requis	Yes - Oui <input type="checkbox"/>	No - Non <input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
For the Minister - Pour le Ministre		

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Summary
- 1.3 **NOT USED** - Security Requirement
- 1.4 **NOT USED** - Options
- 1.5 Debriefings

PART 2 - OFFEROR INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Offers
- 2.3 Enquiries - Request for Standing Offer
- 2.4 Applicable Laws
- 2.5 List of Proposed Subcontractors

PART 3 - OFFER PREPARATION INSTRUCTIONS

- 3.1 Offer Preparation Instructions
- 3.2 Tables of Deliverable Requirements

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

PART 5 - CERTIFICATIONS

- 5.1 Mandatory Certifications Required Precedent to Issuance of a Standing Offer
- 5.2 Additional Certifications Precedent to Issuance of a Standing Offer
- 5.3 Workers' Compensation Certification - Letter of Good Standing

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

- 6.1 **NOT USED** - Security Requirement
- 6.2 **NOT USED** Financial Capability
- 6.3 Insurance Requirements

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

- 7.1 Offer
- 7.2 **NOT USED** - Security Requirement
- 7.3 Standard Clauses and Conditions
- 7.4 Term of Standing Offer
- 7.5 Authorities
- 7.6 Identified Users
- 7.7 Call-up Procedures
- 7.8 Call-up Instrument
- 7.9 Limitation of Call-ups
- 7.10 Financial Limitation
- 7.11 Priority of Documents
- 7.12 Certifications
- 7.13 Applicable Laws
- 7.14 **NOT USED** - Codes and Standards
- 7.15 Regulatory Requirements

B RESULTING CONTRACT CLAUSES

- 7.16 Statement of Work
- 7.17 Standard Clauses and Conditions
- 7.18 Term of Contract
- 7.19 Payment
- 7.20 Invoicing Instructions
- 7.21 Insurance Requirements

List of Annexes:

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

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

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

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

1.2 Summary:

- (i) This Request For Standing Offer is to supply Timber Floats, as described in Annex A, to Department 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 two (2) years.
- (ii) 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 1001.1b-2 paragraph 1. However, it is subject to the Agreement on Internal Trade (AIT).

(iii) offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006.

(iv) Annex A provides the Statement of Requirement that is 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. Annex E - Usage Reports details the information required and the format for the Quarterly usage reports required as a condition of the Standing Offer.

1.3 NOT USED - Security Requirement

1.4 NOT USED - Options

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.

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 Condition 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 (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.

2.2 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.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

Section I: Technical Offer (1 hard copy)

Section II: Financial Offer (*1* hard copy)

Section III: Certifications Requirements (*1* hard copy)

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

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

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

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	Request For Standing Offer document part 1 page 1 completed and signed;	
2	Completed Section I - Technical Offer in accordance with Annex A and Annex D Evaluation article D1.	
3	Completed Section II - Financial Offer, Annex D Evaluation as per <u>3.1.2</u>	

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	Insurance letter as per article 2.6		
4	Completed <u>List of Names</u> per article 5.1		
5	Additional Certifications Precedent to Issuance of a Standing Offer as per article 5.2		
6	Offeror's Contacts as per Article 7.5.3		

3.2.3 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 5 days of the written request:

Item	Description	Completed and Attached	To be forwarded if requested by the SOA
1	Proof of Insurance coverage or a letter as per article 6.3.		

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 compliance with the mandatory certifications, tables of deliverable requirements as detailed in Parts 3 & 5, management and technical/financial evaluation criteria. Any additional information which supports the offer will be requested as required by the Standing Offer Authority as indicated in Part 3.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 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 Statement of Work attached as Annex A.

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

4.1.2 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

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.

5.1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

5.1.1 Code of Conduct and Certifications - Related documentation

5.1.1.1 By submitting an offer, the Offeror certifies, as per section 01 of Standard Instructions 2006, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

5.2. Additional 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 Workers' Compensation Certification - Letter of Good Standing

It is mandatory that the Offeror has an account in good standing with the Provincial Workers Compensation Board/Commission. Before issuance of a standing offer and within 24 hours of written notification by the Standing Offer Authority the Offeror must submit a certificate or Letter of Good Standing from the applicable Workers Compensation Board/Commission. Failure to provide this information will render the offer non responsive.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 NOT USED - Security Requirement:

6.2 NOT USED: Financial Capability

6.3 Insurance Requirements

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

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

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 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.

7.3.1 General Conditions

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

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.

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.

A sample of the format and information required is attached at Annex E - Usage Reporting.

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 issuance of the Standing Offer to **November 01, 2015**.

7.5 Authorities

7.5.1 Standing Offer Authority:

The Standing Offer Authority is:

Mr. M. Minckler,
Public Works and Government Services Canada
Pacific Region, Acquisitions, Marine
401-1230 Government Street
Victoria, B.C. V8W 3X4
Telephone: 250-363-3152; Facsimile: 250-363-3960
E-mail: michael.minckler@pwgsc-tpsgc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Standing Offer is:

Vahid Kahnamelli (or his delegated representative)
Department of Fisheries & Oceans
Small Craft Harbours
Suite 201-400 Burrard St.
Vancouver, B.C., V6C 3S4
Telephone: 604 666-8868 Facsimile: 604 666-7056
E-mail address: Vahid.Kahnamelli@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.

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: _____

Name: _____

Telephone Number: _____

Facsimile Number: _____

E-mail address: _____

7.6 Identified Users:

The 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, and, Vessel's Logistics Officer 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 **\$100,000.00** (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 **\$250,000.00** (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 articles of the Standing Offer;
- (c) the General Conditions 2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services ;
- (d) the General Conditions 2010C (2013-06-27) -General Conditions - Services (Medium Complexity) as amended herein;;
- (e) Annex A - Statement of Work;
- (f) Annex B - Basis of Payment;
- (g) Annex C - Insurance Requirements; and,
- (h) the Offeror's offer _____ (*insert date of offer*),

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 issuance of the Standing Offer).

7.14 NOT USED -Codes and Standards**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 project 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.

7B. 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 Statement of Work :

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.17 Standard Clauses and Conditions**7.17.1 General Conditions**

2010C, 2013-06-27 , General Conditions - Services (Medium Complexity) apply to and form part of the Contract .

7.18 Term of Contract**7.18.1 Period of the Contract**

The Work 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

7.20 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.

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment.

Department of Fisheries & Oceans
Small Craft Harbours
Suite 201-400 Burrard St.
Vancouver, B.C. V6C 3S4

One (1) copy must be forwarded to:

Public Works and Government Services Canada
Pacific Region, Acquisitions Marine
401-1230 Government Street
Victoria, BC V8W 3X4
Attention: M. Minckler,

7.21 Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX A - STATEMENT OF WORK

The entire Requirement is contained in various electronic documents.

To obtain a full copy of the Requirement , Offerors must request the documents in writing from the Standing Offer Authority in Article 6.5.1.

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.

B1. Pricing Data Sheet for Standing Offer of two years from date of award to 01, NOVEMBER 2015.

Item	Description of Work	Total Price DDP Destination RICHMOND, B.C.
1	PRICE for the fabrication and supply of one complete 9' foot wide float module. IAW the Requirement at Annex A	
2	PRICE for the fabrication and supply of one complete 12' foot wide float module. IAW the Requirement at Annex A	
3	PRICE for the fabrication and supply of one complete 9' foot wide heavy float module. IAW the Requirement at Annex A	
4	PRICE for the fabrication and supply of one complete 12' foot wide heavy float module. IAW the Requirement at Annex A	
5	PRICE for the fabrication and supply of one complete set of 9' foot wide float ends. IAW the Requirement at Annex A	

6	PRICE for the fabrication and supply of one complete set of 12' foot wide float ends. IAW the Requirement at Annex A	
7	PRICE for the fabrication and supply of one complete set of 9' foot wide heavy float ends. IAW the Requirement at Annex A	
8	PRICE for the fabrication and supply of one complete set of 12' foot wide heavy float ends. IAW the Requirement at Annex A	
9	PRICE for bundle of 22' long 6" x 8" S4S creosote treated timber beams in bundles of 20 units	
10	PRICE for bundle of 18' long 6" x 6" S4S creosote treated timber beams in bundles of 20 units	
11	PRICE per board foot of up to 30' long 4" x 6" S4S creosote treated timber beams	
12	PRICE per board foot of up to 30' long 6" x 8" S4S creosote treated timber beams	
13	PRICE for bundle of 22' long 4" x 6" S4S ACZA treated timber beams in bundles of 20 units	
14	PRICE for bundle of 22' long 6" x 6" S4S ACZA treated timber beams in bundles of 20 units	
15	PRICE per linear foot of up to 16' long 2" x 8" S1S2E ACZA treated timber decking	
16	PRICE per linear foot of up to 16' long 2" x 12" S1S2E ACZA treated timber decking	
17	PRICE per linear foot of up to 20' long 4" x 12" S1S2E ACZA treated timber decking	
18	PRICE per board foot of up to 20' long x 0"-6" width x 0"-6" length S4S creosote treated timber beams	
19	PRICE per board foot of 20'-30' long x 0"-6" width x 0"-6" length S4S creosote treated timber beams	
20	PRICE per board foot of up to 20' long x 6"-12" width x 6"-12" length S4S creosote treated timber beams	
21	PRICE per board foot of 20'-30' long x 6"-12" width x 6"-12" length S4S creosote treated timber beams	

B2 DESTINATION: Bundled, palletized 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.

ANNEX C - INSURANCE REQUIREMENTS

- C1** The Contractor must comply with the insurance requirements specified below. 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 issuance 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.

C2 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)
- (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.

a. In order for an Offeror's Technical Offer to be deemed responsive, the Offeror is to mark an (X) at each BOLD header signifying that the specification has been read and that any offer will meet, or exceed the required compliance with the written specification and any referenced drawings contained in the relevant specification.	X
b. Offerors may make notations in the appropriate column (For Example "See note 1,2,3, etc.") to refer to a note entered in OFFERER'S NOTES .	X (e.g. see note 1)

1. ITEMS Must be supplied in compliance with Specification: -01010 Work included 6 pages	
2. DESIGN AND CONSTRUCTION REQUIREMENTS The Timber floats must be built in compliance with Specification: - 02050 Timber Floats 4 pages	
3. FLOATATION Must be built in compliance with Specification: -02480 Buoyancy Billets 2 pages	
4. FASTENERS Must be built in compliance with Specification: - 05050 Metal Fasteners, 1 page	
OFFERER'S NOTES	

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

Standing Offer for Two years from date of award to 01 November, 2015.

Item	Description of Work	Unit Cost \$	Estimated Quantities for Evaluation Purposes	Total Amount \$ DDP RICHMOND
1	PRICE for the fabrication and supply of one complete 9' foot wide float module. IAW the Requirement at Annex A		6 Units	
2	PRICE for the fabrication and supply of one complete 12' foot wide float module. IAW the Requirement at Annex A		4 Units	
3	PRICE for the fabrication and supply of one complete 9' foot wide heavy float module. IAW the Requirement at Annex A		2 Units	
4	PRICE for the fabrication and supply of one complete 12' foot wide heavy float module. IAW the Requirement at Annex A		2 Units	
5	PRICE for the fabrication and supply of one complete set of 9' foot wide float ends. IAW the Requirement at Annex A		3 Units	
6	PRICE for the fabrication and supply of one complete set of 12' foot wide float ends. IAW the Requirement at Annex A		2 Units	
7	PRICE for the fabrication and supply of one complete set of 9' foot wide heavy float ends. IAW the Requirement at Annex A		1 Unit	
8	PRICE for the fabrication and supply of one complete set of 12' foot wide heavy float ends. IAW the Requirement at Annex A		1 Unit	
9	PRICE for bundle of 22' long 6" x 8" S4S creosote treated timber beams in bundles of 20 units		2 Bundles	
10	PRICE for bundle of 18' long 6" x 6" S4S creosote treated timber beams in bundles of 20 units		2 Bundles	
11	PRICE per board foot of up to 30' long 4" x 6" S4S creosote treated timber beams		1040 FBM (20 Units- 26')	

12	PRICE per board foot of up to 30' long 6" x 8" S4S creosote treated timber beams		1104 FBM (4 Units - 24' 6 Units - 30')	
13	PRICE for bundle of 22' long 4" x 6" S4S ACZA treated timber beams in bundles of 20 units		4 Bundles	
14	PRICE for bundle of 22' long 6" x 6" S4S ACZA treated timber beams in bundles of 20 units		2 Bundles	
15	PRICE per linear foot of up to 16' long 2" x 8" S1S2E ACZA treated timber decking		1280 FBM (120 Units – 8')	
16	PRICE per linear foot of up to 16' long 2" x 12" S1S2E ACZA treated timber decking		1280 FBM (80 Units – 8')	
17	PRICE per linear foot of up to 20' long 4" x 12" S1S2E ACZA treated timber decking		1280 FBM (20 Units–16')	
18	PRICE per board foot of up to 20' long x 0"-6" width x 0"-6" length S4S creosote treated timber beams		1260 FBM (30 Units – 6"x6"x14')	
19	PRICE per board foot of 20'-30' long x 0"-6" width x 0"-6" length S4S creosote treated timber beams		1260 FBM (15 Units – 6"x6"x28')	
20	PRICE per board foot of up to 20' long x 6"-12" width x 6"-12" length S4S creosote treated timber beams		1152 FBM (12 Units – 8"x12"x12')	
21	PRICE per board foot of 20'-30' long x 6"-12" width x 6"-12" length S4S creosote treated timber beams		1232 FBM (4 Units – 6"x10"x22' 6 Units – 6"x12"x22')	
22	Total Price For Evaluation:			

D3 DESTINATION: Bundled, palletized 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

ANNEX E - USAGE REPORTS

The Offeror must provide the following data in an Excel spreadsheet form which will be provided to the Offeror electronically by the Standing Offer Authority. All data fields of the report must be completed as requested

SAMPLE RISO USAGE REPORTING FORM

Date Requested	Call-up No.	Quantities	Date Delivered	Total Value of Call-up