

TABLE OF CONTENTS

TITLE

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Security Requirement (Not used)
4. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers
4. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Required Precedent to Issuance of a Standing Offer

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Insurance Requirements

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Security Requirement (Not used)
3. Standard Clauses and Conditions
4. Term of Standing Offer

5. Authorities
6. Identified Users
7. Call-up Procedures (Not used)
8. Call-up Instrument
9. Limitation of Call-ups
10. Financial Limitation
11. Priority of Documents
12. Certifications
13. Applicable Laws

B. RESULTING CONTRACT CLAUSES

1. Statement of work
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions
6. Insurance
7. SACC Manual Clauses
8. Inspection and acceptance

List of Annexes:

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

TITLE - WOODWARD GOVERNOR REFIT

PART 1 - GENERAL INFORMATION

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, 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, Insurance Requirements and any other annexes if applicable.

2. Summary

RISO FOR WOODWARD GOVERNOR REFIT

Supply on an as and when requested basis all the OEM parts, equipment, specialized tools and labour required to carry out a complete overhaul of Woodward Governors for all Canadian Coast Guard Ships in the Central and Arctic Regions in accordance with the Statement of work contained in Annex "A" attached hereto for a period of one year starting Mai 12th, 2014 until Mai 11th, 2015 including a provision for two optional years of services of one year each starting Mai 12th, 2015 until Mai 11th, 2016 and Mai 12th, 2016 until Mai 11th, 2017.

"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT) and between Canada and Perou, Columbia and Panama."

3. Security Requirement (Not used)

There is a security requirement associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses.

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.

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 (2014-03-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

1.1 SACC Manual Clauses

M1004T (2011/05/16), Condition of materiel

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 (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 question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

Solicitation No. - N° de l'invitation

F3065-13N263/A

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

qcl037

Client Ref. No. - N° de réf. du client

F3065-13-N263

QCL-3-36288

CCC No./N° CCC - FMS No/ N° VME

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 Quebec

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.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Technical Offer (One hard copy)

Section II: Financial Offer (One hard copy)

Section III: Certifications (One 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.

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.

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 annex D - Financial Evaluation. The total amount of Applicable Taxes must be shown separately.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

Section IV: Additional Information (Not Used)

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.

1.1. Technical Evaluation

- 1) Bidders must demonstrate in their bid, that they are an authorized representative for Woodward OEM parts sales and a maintenance representative for the Woodward governors described at Annex A - Statement of Work. A letter of certification from Woodward shall be included in the bid; and
- 2) Bidders must have experience in overhauling Woodward governors of similar models as described in Annex A. A proof of contracts executed within the last 2 years with regards to the overhaul of Woodward governors similar to the ones stated in Annex A shall be included in the bid.

1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included. The Financial Evaluation will be done in accordance with Annex D attached hereto

2. 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 associated information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

1. Certifications Required Precedent to Issuance of a Standing Offer

1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006 (2014-03-01). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. 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

1. Offer

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

2. Security Requirement (Not used)

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 (2014-03-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from 12th Mai, 2014 to 11th Mai, 2015.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two year period of one year each, from Mai 12th, 2015 to Mai 11th, 2016 and from Mai 12th, 2016 to Mai 11th, 2017 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer (See Annex B "Basis of Payment").

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority at the expiry date of the Standing Offer or before. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Michael Woods
Spécialiste en approvisionnement Marine /Supply marine specialist
Travaux publics et Services gouvernementaux CanadaPublic Works and Government
Services Canada
Région du Québec/Québec area
Division marine /marine division
1550, avenue D'Estimauville, Québec, (Québec) G1J 0C4,
Quebec, Canada
michael.woods@tpsgc-pwgsc.gc.ca
Téléphone/phone : (418) 649-2715
Télécopieur/Fax : (418) 648-2209

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:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

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 Offeror's Representative

Solicitation No. - N° de l'invitation

F3065-13N263/A

Client Ref. No. - N° de réf. du client

F3065-13-N263

Amd. No. - N° de la modif.

File No. - N° du dossier

QCL-3-36288

Buyer ID - Id de l'acheteur

qcl037

CCC No./N° CCC - FMS No/ N° VME

Name : _____

Title : _____

Organisation : _____

Address : _____

Telephone : ____ - ____ - _____

Facsimile : ____ - ____ - _____

E-mail : _____

6. Identified Users

The identified User authorized to make call-ups against the Standing Offer is:

Will be known at contract award

DFO-CCG

Ingénierie navale

Tel.: ____ - ____ - _____

Fax.: ____ - ____ - _____

7. Call-up Procedures (Not used)

8. 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 or an electronic version.

9. Limitation of Call-ups

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

10. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$200,000.00 (applicable taxes included) 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 three 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.

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 (2014-03-01), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2030 (2014-03-01) Higher Complexity - Goods;
- e) Annex A, Statement of work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) the Offeror's offer dated _____.

12. Certifications

12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, 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.

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 _____.

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

2. Standard Clauses and Conditions

2.1 General Conditions

2030 (2014-03-01), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

Paragraph 19, Interests on Overdue Accounts, of 2030 (2014-03-01), General Conditions - Higher Complexity - Goods do not apply to payments made by Credit Cards.

3. Term of Contract

3.1 Delivery Date

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

4. Payment

4.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B Basis of Payment for a cost of \$ _____ (*insert the amount at contract award*). Customs duties are included and Goods and all applicable taxes are extra, if applicable.

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.

4.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

4.3 *SACC Manual* Clauses

SACC Manual clause H1000C (2008-05-12) Single Payment
SACC Manual clause C2605C (2008-05-12), Custom duties, sale tax - Canada
SACC Manual clause C2608C(2012-07-16), Canadian Custom Documentation

4.4 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6. 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.

7. Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

ANNEX "A"

STATEMENT OF WORK

Standing Offer for Refit of Woodward Governors

Supply on an as and when required basis any necessary repair services and OEM spare parts for the calibration and repair of all the different models of regulator speed controller (Hydraulic, electro-mechanical and electronic Governors) on all vessels in the Fisheries and Oceans Canada – Coast Guard, Central and Arctic Region, St.Lawrence sector.

Governors will be removed from the diesel engines and deposited in a Coast Guard warehouse for pick-up purposes.

Work is to be done for the following ships, on the following governor models and in the following quantities per vessel:

CCGS Des Groseilliers :

Model governor PGA : activation by air signal 3 -15 PSI/400 to 1000RPM.

Quantity: 6 units

CCGS Amundsen:

Model governor PGA : activation by air signal 3 -15 PSI/400 to 1000RPM

Quantity: 6 units

CCGS Pierre Radisson :

Governor Model : UG- 40 : Activation signal from the Milli Amper Setting (MAS)

Quantity: 6 units

Martha L. Black:

Model governor electro-hydraulic Governor type reverse acting model EGB -P.

Service generator 500 Kwatts :

Governor Model : UG- 8

Quantity : Three (3)

- All work must be completed by a Woodward qualified representative.

- All work will be done at the contractor's shop .

- A full inspection of the internal mechanism must be done. A thorough check of all the gears is to be done.

-
- All parts with premature wear must be replaced with new Original Equipment Manufacturer (OEM) components.
 - Suspicious spring must be replaced.
 - A complete purge of old oil will be done with the products recommended by the manufacturer and this until cleaning liquid is free of impurities.
 - Replenishment of lubricating liquids with the grade and type specified by the manufacturer.
 - All gaskets that have been altered by the dismantling of the unit have to be replaced with new gaskets of the same type.
 - Regarding the vessel CCGS Pierre Radisson calibration of these governors must be made with the electronic unit (MAS).
 - Testing of Governors must be done in presence of the Coast Guard representative.

All governors shall be tested on a test bench and shall respond to torque and displacement specifications. Internal oil pressure shall also be verified all the data should be part of a detail report.

ANNEX "B"

BASIS OF PAYMENT

PRICE

i) Known Work:

For the work described under Annex A "Statement of work" a total firm price (all applicable taxes are extra) including freight charges of:

CCGS Des Groseilliers :

Model governor PGA : activation by air signal 3 -15 PSI/400 to 1000RPM.

Quantity: 6 units

Price Per Unit: \$_____

CCGS Amundsen:

Model governor PGA : activation by air signal 3 -15 PSI/400 to 1000RPM

Quantity: 6 units

Price Per Unit: \$_____

CCGS Pierre Radisson :

Governor Model : UG- 40 : Activation signal from the Milli Amper Setting (MAS)

Quantity: 6 units

Price Per Unit: \$_____

CCGS Martha L. Black:

Model governor electro-hydraulic Governor type reverse acting model EGB -P .

Service generator 500 Kwatts :

Governor Model : UG- 8

Quantity : Three (3)

Price Per Unit: \$_____

ii) Additional Work:

Firm hourly rate including overhead and profit (all applicable taxes extra) of: \$_____/hr.

The negotiations will be based on the firm hourly rate, multiplied by the number of hours usually agreed, as required to carry out each item of additional work, as well as an estimate of the costs for spare parts at the price indicated on an up-to-date Woodward price list. We accept that the firm hourly rate stays firm for the period of the Standing Offer resulting from this request for Standing Offer, including all modifications.

Basis of Payment - Extension of Standing Offer

1. For the first extension year at the same terms and conditions as stipulated in the Standing Offer for year 2014-2015.
2. For the second extension year at the same terms and conditions as stipulated in the Contract except that :
 - 2.1 all unit prices (parts, labour and hourly rate) as shown in the Standing Offer or as amended pursuant to the terms and conditions as expressed herein shall be increased or decreased by the percentage change in the Consumer Price Index as published by Statistics Canada for the area of Canada in which the work is being performed calculated for the 12 month period immediately preceding the commencement date of the said extension year.

ANNEX C

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

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 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) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) 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.

ANNEX D

FINANCIAL EVALUATION

(A) Price for Known Work as described at Annex A “Statement of work”:

i) Known Work:

Price per Model governor PGA : \$_____ / ea. X 12 units = : \$_____

Price per Model governor: UG- 40 : \$_____ / ea. X 6 units = : \$_____

Price per Model governor:UG- 8:: \$_____ / ea. X 3 units = : \$_____

Total i): \$_____

ii) Additional Work:

Hourly rate for additional work: \$_____ / hour X 100 hours = : \$_____

Total Evaluation Price (i) to (ii) inclusively: \$_____