

 Public Works and Government Services Canada		Travaux publics et Services gouvernementaux Canada		Document No.W7719-145260/A		Part - Partie 1 of - de 2 See Part 2 for Clauses and Conditions Voir Partie 2 pour Clauses et Conditions			
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	Breathing Gas System Mtc.	W7719	W7719	1	Each	\$	\$	2014-04-01	

Solicitation No. - N° de l'invitation

W7719-145260/A

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-3-36299

Buyer ID - Id de l'acheteur

tor003

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

W7719-145260

CCC No./N° CCC - FMS No/ N° VME

Please see attached the Request for Standing Offer (RFSO).

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TITLE Facilities Maintenance

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, Quarterly Reporting Form, Insurance Requirements and Financial Evaluation.

2. Summary

1. The Department of National Defence, Defence Research and Development Canada, (DRDC) Toronto, Ontario has a requirement for a contractor to perform mechanical upgrade and repair work on the DRDC Toronto Human Rated and Equipment Validation facilities. The work will be done on an as and when requested basis during the period of the Standing Offer.
2. The period of the standing offer will be from May 15, 2014 to May 14, 2017;
3. The estimate level of effort is 800 hours per year for the three (3) year period. One (1) standing offer will be issued as a result of the RFSO;
4. Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006 and 2007.
5. For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO).
6. The requirement is subject to a preference for Canadian goods and/or services.

3. Debriefings

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

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) (<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.

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. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

3.1 Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

1. an individual;
2. an individual who has incorporated;
3. a partnership made of former public servants; or
4. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defense Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the

[Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

3.2 Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES () NO ()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- i. name of former public servant;
- ii. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

3.3 Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES () NO ()

If so, the Offeror must provide the following information:

1. name of former public servant;
2. conditions of the lump sum payment incentive;
3. date of termination of employment;
4. amount of lump sum payment;
5. rate of pay on which lump sum payment is based;
6. period of lump sum payment including start date, end date and number of weeks;
7. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. Enquiries - Request for Standing Offers

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

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

5. 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 _____.

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 (three (3) hard copies)
Section II: Financial Offer (one (1) hard copy)
Section III: Certifications (one (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.

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) (<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 Annex B, Basis of Payment. 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.

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.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine first if there are two (2) or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Offerors must demonstrate meeting every mandatory technical criterion by providing a concise and detailed response to each of the mandatory technical criteria. The technical offer should address each of the criteria in the order in which they appear.

Offerors must submit all CV's, certifications and any other supporting documentation in its offer by the bid closing date. Simply stating that the mandatory technical criteria are met is not sufficient. Failure to demonstrate meeting all of the mandatory technical criteria will result in the offer being deemed non-responsive. Offers which fail to meet the mandatory criteria will be deemed non-responsive.

Item #	Mandatory Requirement
M1	<p>The Offeror must propose a minimum of one Senior Supervisory Hyperbaric Technician. The Offeror must submit a CV for each proposed Senior Supervisory Hyperbaric Technician demonstrating that the proposed resource(s) is specialized and experienced in maintenance and repair of hyperbaric life support systems:</p> <ul style="list-style-type: none">1. The Offeror must demonstrate, in the CV, that the proposed Senior Supervisory Hyperbaric Technician(s) have a minimum of 12 months experience acquired within the past 36 months from the solicitation closing date in the fabrication or maintenance of breathing gas systems for Military or Offshore Saturation Diving Systems in accordance with the provisions of the Safety Standard for Pressure Vessels for Human Occupancy, ASME PVHO-12. The Offeror must include at least one (1) specific example in the CV identifying the Diving System, its location, owner and the work that was completed by the proposed Senior Supervisory Hyperbaric Technician.

	<p>3. The Offeror must demonstrate that the proposed Senior Supervisory Hyperbaric Technician has successfully cleaned, at least once within the past 12 months, from the solicitation closing date, a metal component (such as an instrument valve body) in accordance with the procedures listed in section A9 Applicable Documents and References of Annex A Statement of Work.</p> <p>4. The Offeror must provide copies of valid certifications for all proposed Senior Supervisory Hyperbaric Technicians.</p>
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1.2 Financial Evaluation

The Offeror must complete and submit with its offer, Annex B - Basis of Payment, in Canadian funds. Pricing must be provided for the entire standing offer period.

Bids will be evaluated based on the prices detailed in Annex B, Basis of Payment.

The prices detailed in Annex B, Basis of Payment will be input into Annex E, Financial Evaluation for price evaluation purposes. The price used in the evaluation will be the Total Evaluated Price which is calculated as follows:

Total Evaluated Price is the sum of the Extended Price (E).

The Extended Price (E) is the Level of Effort (D) multiplied by the Firm Hourly Rate(s) (C).

1.2.1 Mandatory Financial Criteria

SACC Manual Clause [A0220T](#) (2013-04-25), Evaluation of Price

2. Basis of Selection - Mandatory Technical Criteria Only

- 2.1** 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 and Certifications Required with the Offer

1.1 Certifications Required Precedent to Issuance of a Standing Offer

1.1.1 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](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.1.2 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_equality/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.

1.1.3 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability.

1.2 Certifications Required with the Offer

Offerors must submit the following duly completed certifications with their offer.

1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the services offered are Canadian services, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the offer will result in the services offered being treated as non-Canadian services.

The Offeror certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

1.2.1.1 SACC Manual clause [A3050T](#) (2010-01-11) Canadian Content Definition

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

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) (<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.

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, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex C. 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.

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

The quarterly reporting periods are defined as follows:

1st quarter: May 15 to August 14;

2nd quarter: August 15 to November 14;

3rd quarter: November 15 to February 14;

4th quarter: February 15 to May 14

The data must be submitted to the Standing Offer Authority no later than **fifteen (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 May 15, 2014 to May 14, 2017.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Lisa Escander
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 33 City Centre Drive, Suite 480C
Mississauga, Ontario
L5B 2N5

Telephone: 902-615-2062
Facsimile: 905-615-2060
E-mail address: Lisa.Escander@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.

5.2 Project Authority *(inserted at standing offer award)*

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 *(to be completed by offeror)*

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

6. Proactive Disclosure of Contracts with Former Public Servants *(if applicable)*

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

The Identified User authorized to make call-ups against the Standing Offer is : *(inserted at standing offer award)*.

8. Call-up Procedures

The Project Authority will create and sign a Call-up against a Standing Offer using form PWGSC-TPSGC 942 for the required services.

The Project Authority will fax or email the signed form PWGSC-TPSGC 942, "call-up against a Standing Offer" to the Standing Offer holder.

The Standing Offer Holder must acknowledge receipt of the call-up with the Project Authority within forty-eight (48) hours of receiving the call-up.

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".

10. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).

11. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ *(to be inserted at standing offer award)* 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 (3) 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.

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](#) (2014-03-01), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010C](#) (2014-03-01), General Conditions - Services (medium complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment
- g) Annex C, Quarterly Reporting Form;
- h) Annex D, Insurance - Specific Requirements
- i) Annex E, Financial Evaluation
- j) the Offeror's offer dated _____ *(inserted at standing offer award)*.

13. Certifications

13.1 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.

13.2 SACC Manual Clauses

SACC Manual clause [M3060C](#) (2008-05-12) Canadian Content Certification
SACC Manual clause [M3020C](#) (2010-01-11) Status and Availability of Resources

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 _____. *(To be inserted at standing offer award).*

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.

1.1 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Standing Offer: _____ *(name(s) of person(s) to be inserted at standing offer award).*

2. Standard Clauses and Conditions

2.1 General Conditions

[2010C](#) (2014-03-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of [2010C](#) (2014-03-01), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

3. Term of Contract

3.1 Period of the Contract

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

4. Proactive Disclosure of Contracts with Former Public Servants *(if applicable)*

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.

5. Payment

5.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$(insert at time of call-up). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ (insert at time of call-up). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

5.3 Single Payment

SACC Manual clause [H1000C](#) (2008-05-12), Single Payment

5.4 SACC Manual Clauses

SACC Manual clause [A9116C](#) (2007-11-30), T1204 - Information Reporting by Contractor
SACC Manual clause [C0711C](#) (2008-05-12), Time Verification

5.5 Payment by Credit Card *(inserted at standing offer award)*

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

6. 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.

The Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. call-up number

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.

7. Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex D. 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada; however, for Foreign-based Contractors coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

8. SACC Manual Clauses

SACC Manual Clause [A9062C](#) (2011-05-16), Canadian Forces Site Regulations
SACC Manual Clause [A7017](#) (2008-05-12), Replacement of Specific Individuals

ANNEX "A" **STATEMENT OF WORK**

Facilities Maintenance

A1 Background

The Department of National Defence, Defence Research and Development Canada, (DRDC) Toronto, Ontario has a requirement for a contractor to perform mechanical upgrade and repair work on the DRDC Toronto Human Rated and Equipment Validation facilities. The work will be done on an as and when requested basis in support of the experimental facilities located at DRDC in Toronto, Ontario. The facilities will include, but may not be limited to, the Diving Research Facility (DRF), the Diver Training Facility (DTF), the Unmanned Test Facility (UTF), the Small Test Facility (STF), Altitude Chamber and the Environmental Chambers as well as all of their subsystems and support equipment.

A2 Scope of work

- 2.1 The work includes the removal, refurbishment, oxygen cleaning, testing and return to service of breathing gas handling equipment associated with the Human Rated Facilities at DRDC Toronto. The equipment includes valves, check valves, pressure control regulators, gauges and other specialized gas control instruments. The equipment may be required to process 100% oxygen gas at pressures up to 4500 psig and/or other non-toxic gas mixtures at pressures up to 7200 psig. All breathing gas handling equipment must be cleaned strictly in accordance with the cleaning standards listed in section A9 Applicable Documents and References. The Contractor will undertake their assigned tasks at DRDC Toronto between the hours of 8H00AM to 15H00PM. The Contractor will be required for approximately 800 hours per year.
- 2.2 All maintenance must be performed in accordance with the current applicable ASME and CSA codes and standards as referenced in section A9 Applicable Documents and References. Hyperbaric and Hypobaric Chambers are complex facilities that demand a unique set of skills, the consequence of using an incompatible or unsuitable component can be catastrophic to the system and potentially fatal to the chambers' occupants. The Contractor must provide all qualified technical staff necessary for the performance of the work. The Contractor's staff will include a Senior Supervisory Hyperbaric Technician, specialized and experienced in maintenance and repair of hyperbaric life support systems, and more routinely qualified trades' personnel, welders, pipe fitters, mechanics and personnel of other skills necessary to competently complete the work. Staff provided must be acceptable to the Project Authority (PA) based on valid certifications applicable to the specific work required. Appropriate and current certificates of qualification for all individuals proposed to do work on DRDC Toronto facilities must be provided by the Contractor.
- 2.3 When rebuilding components, the Contractor must use the Original Equipment Manufacturers replacement parts of the same material and pressure rating as the ones removed for all work unless instructed to do otherwise by the PA.
- 2.4 All work must be performed only at the request of the PA and on an individual call-up basis. The PA will give the Contractor a written project description for which the Contractor must submit to the PA a ceiling price quotation. If the quotation is acceptable to the PA, a call-up will be issued for the performance of the work. The price for completion of the defined work must not exceed the ceiling price stipulated on the call-up document.
- 2.5 The Contractor must conduct pressure tests as and when requested in accordance with the standards listed in section A9 Applicable Documents and References before the work is accepted as complete by the PA. The pressure test(s) must be witnessed by the PA. A written report of the test(s) itemizing the components tested, duration and final test pressure must be submitted to the PA.
- 2.6 Gas Samples must be taken from the section of pipework and components tested in 2.5. If the test results fail to comply with CSA Z275 Hyperbaric Facilities (latest edition as listed in section

A9 Applicable Documents and References) the contractor will disassemble, re-clean, re-assemble and retest the affected parts and pipework at no additional cost to DRDC Toronto.

A3 Deliverables

Deliverables expected from the various call-ups against the Standing offer include, but are not limited to:

- 3.1 Cleaning Reports submitted to the PA, using the appropriate forms, which will be provided by the DRDC Toronto Facilities Engineering Group, in accordance with the cleaning standards listed in section A9 Applicable Documents and References for all gas wetted components before they are installed into the system.
- 3.2 Certificates of Conformance or packing slips for material and consumables supplied by the Contractor must be submitted to the Project Authority before any parts are installed.
- 3.3 A brief and concise written report itemizing the components and pipework tested as well as the test pressure and holding time must be submitted by the Contractor to the PA following each successful pressure test. The report may be written in the format of the Contractor's choice.

A4 LANGUAGE OF WORK

The work and written reports are to be conducted in English.

A5 LOCATION OF WORK

The work is to be performed at:

DRDC, Toronto Research Centre
1133 Sheppard Ave W.
Toronto, ON
M3K 2C9

A6 Government Supplied Material (GSM)

- Valves, Fittings, Spare and Replacement Parts will be supplied as required to complete each defined project.
- Oxygen cleaning materials as specified in the cleaning documents listed in section A9 Applicable Documents and References
- Documents and References
- Gas Test Cylinders.

A7 Government Furnished Equipment (GFE)

- Oxygen Cleaning Facilities as specified in the cleaning documents listed in section A9 Applicable Documents and References

A8 Security

When on site, the Contractor will be escorted at all times.

A9 Applicable Documents and References

- 9.1 Cleaning Policy for CF Diving and Breathing Gas Systems, Equipment and Parts: C-87-010-000/TB-004;
- 9.2 Cleaning Method for Small Parts in Diver Support Systems Containing Less Than 34.5 bar (500 psi) Oxygen – Metric: C-87-010-000/TB-004;

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- 9.3 Standard Practice for Precision Cleaning and Testing of Shipboard Oxygen, Helium, Helium-Oxygen, Nitrogen and Hydrogen Systems MIL-STD-1330D(SH);
- 9.4 Cleaning of Shipboard Compressed Air Systems MIL-STD-1622B(SH);
- 9.5 Safety Standard for Pressure Vessels for Human Occupancy, ASME PVHO-1 (latest edition);
- 9.6 CSA Z275 Hyperbaric Facilities (latest edition).
- 9.7 Canadian Standards Association

A copy of the CSA Z275 standard is available and may be purchased from the Canadian Standards Association.

CSA Website: <http://www.csagroup.org/ca/en/home>

- 9.8 American Society of Mechanical Engineers (ASME)

A copy of the ASME PVHO-1 standard is available and may be purchased from the American Society of Mechanical Engineers.

ASME Website: <https://www.asme.org/>

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ANNEX "B"
BASIS OF PAYMENT

Offerors must provide firm hourly rates in Canadian funds including travel and living expenses. The total amount of Harmonized Sales Tax (HST) is to be show separately, if applicable.

Prices stated in Annex B are firm for the period of the Standing Offer.

Senior Supervisory Hyperbaric Technician	Year 1: May 15, 2014 to May 14, 2015	Year 2: May 15, 2015 to May 14, 2016	Year 3: May 15, 2016 to May 14, 2017
Firm Hourly Rate(s)	\$	\$	\$

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[illegible]

ANNEX "D"
INSURANCE REQUIREMENTS

E1 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.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

- n. 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 acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, 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.

E2 Automobile Liability Insurance

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - e. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27

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ANNEX "E"
FINANCIAL EVALUATION

For evaluation purposes, a bid price analysis will be performed using the firm hourly rates from Annex B – Basis of Payment and estimated level of effort. The estimated level of effort is used as a guideline for evaluation purposes and is not a guarantee of actual usage.

A	B	C	D	E
Standing Offer Period	Category of Personnel	Firm Hourly Rate(s)	Estimated level of effort	Extended Price (Cx D)
Year 1: May 15, 2014 to May 14, 2015	Senior Supervisory Hyperbaric Technician	\$	800 hours	\$
Year 2: May 15, 2015 to May 14, 2016	Senior Supervisory Hyperbaric Technician	\$	800 hours	\$
Year 3: May 15, 2016 to May 14, 2017	Senior Supervisory Hyperbaric Technician	\$	800 hours	\$
Total Evaluated Price				\$