

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**Travaux publics et Services gouvernementaux  
Canada**

**Place Bonaventure, portail Sud-Est**  
**800, rue de La Gauchetière Ouest**  
**7<sup>ième</sup> étage**

## Montréal

## Québec

**H5A 1L6**

**FAX pour soumissions: (514) 496-3822**

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

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

## Comments - Commentaires

**Vendor/Firm Name and Address**

Raison sociale et adresse du fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Travaux publics et Services gouvernementaux Canada  
Place Bonaventure, portail Sud-Est  
800, rue de La Gauchetière Ouest  
7<sup>e</sup> étage  
Montréal  
Québec  
H5A 1L6

<b>Title - Sujet</b> Réparation Seacan	
<b>Solicitation No. - N° de l'invitation</b> W3162-13F001/A	<b>Date</b> 2014-09-12
<b>Client Reference No. - N° de référence du client</b> W3162-13-F001	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MTA-295-12889
<b>File No. - N° de dossier</b> MTA-4-37008 (295)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-10-27</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Heure Avancée de l'Est HAE
<b>Delivery Required - Livraison exigée</b> .	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lahens, Fabiola	<b>Buyer Id - Id de l'acheteur</b> mta295
<b>Telephone No. - N° de téléphone</b> (514)496-5773 ( )	<b>FAX No. - N° de FAX</b> (514)496-3822
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DE LA DEFENSE NATIONALE 3 Canadian Support Unit GARN, LONGUE-POINTE BUIL.2 NORTH 6769 RUE NOTRE-DAME EAST MONTREAL Québec H1N 3R9 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## 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, if applicable, 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 and the Basis of Payment.

### 2. Summary

#### Description

Request for a regional individual standing offer (RISO) for the repair services of ocean containers in accordance with the IICL standards (Institute of International Containers Lessors) required by the Department of National Defence (DND) 3 Canadian Support Unit, Longue-Pointe Garrison.

#### Period of the standing offer

From date of issue until October 31, 2015 with possibility of two periods optional one year each.

#### Applicable trade agreements

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), Canada-Chile Free Trade Agreement (CCFTA), Canada - Peru Free Trade Agreement (CPFTA) and the Agreement on Internal Trade (AIT).

### 3. 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 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) *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 (26-06-2015) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

### 2. Submission of Offers

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

### 3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten ( 10 ) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

### 4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in province of 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 ( 1 hard copy)

Section II: Financial Offer ( 1 hard copy)

Section III: Certifications ( 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 (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors are encouraged to:

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

#### 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 B - Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

#### 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.

**1.1. Technical Evaluation**

Technical compliance with Annex A - Statement of Work.

**1.2 Financial Evaluation**

The financial bid must be in compliance with Annex B - Basis of Payment.

**2. Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price\* will be recommended for issuance of a standing offer.

The lowest evaluated price will equal: (unit price X annual estimated quantity)

**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 (OR insert 2007, as applicable). 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](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 - 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 "X".

#### 2. 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

##### 2.1 General Conditions

2005 (26-06-2014) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

### 3. Term of Standing Offer

#### 3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issue of the standing offer for one year.

#### 3.2 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 periods of one year each, **from November 1st 2015 to October 31th 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.

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 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### 4. Authorities

#### 4.1 Standing Offer Authority

The Standing Offer Authority is:

Fabiola Lahens  
Procurement Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Telephone: 514-496-5773  
Facsimile: 514-496-3822  
E-mail address: fabiola.lahens@tpsgc-pwgsc.gc.ca

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

#### 4.2 Project Authority

The Project Authority for the Standing Offer is:

(to be completed at the issuance of the standing offer)

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.

#### 4.3 Offeror's Representative

Name: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

### 5. Identified Users



The Identified User authorized to make call-ups against the Standing Offer is: National Defence - Longue-Pointe Garrison.

## 6. 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.

## 7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed\_\_\_\_\_ (Goods and Services Tax or Harmonized Sales Tax included).

## 8. Financial Limitation

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

## 9. 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 (26-06-2014), General Conditions - Standing Offers - Goods or Services;
- e) the general conditions 2010C (26-06-2014), General Conditions - Services (Medium Complexity);
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- j) the Offeror's offer \_\_\_\_\_ .

## 10. Certifications

### 10.1 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 term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or 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.

## 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

2010C (26-06-2014), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (26-06-2014) 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. Payment

#### 4.1 Basis of Payment

The contractor will be paid accordingly to the Basis of Payment at Annex B.

C6000C	(16/05/2011)	Limitation of Price
H1000C	(12/05/2008)	Single Payment

#### 4.2 SACC Manual clauses

A2001C	(16/06/06)	Foreign National (Foreign Contractor)
A2000C	(16/06/06)	Foreign National (Canadian Contractor)
C2000C	(30/11/07)	Taxes - Foreign-based Contractor

#### 4.3 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 following address for certification and payment:

### Invoicing for services to 3 USC Longue-Pointe:

Department of National Defence  
3 Canadian Support Unit  
6769 Notre Dame Street East  
Building 2 North  
Montreal, QC, Canada  
H1N 3R9

## 6. Insurance

SACC Manual clause G1005C (12-05-2008) Insurance

## 7. SACC Manual Clauses

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
B1000T	Condition of Material	26/06/2014
A9062C	Canadian Forces Site Regulations	16/05/11

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Amd. No. - N° de la modif.

File No. - N° du dossier

MTA-4-37008

Buyer ID - Id de l'acheteur

mta295

CCC No./N° CCC - FMS No/ N° VME

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**ANNEXES "A" et «B»**  
**(see annexed document)**

## **Annex A**

### **STATEMENT OF WORK**

#### **1. PURPOSE**

The purpose of this document is to provide the Statement of Requirements as well as the general and specific requirements for establishing a service agreement with a private-sector supplier for the provision of certified structural repair and certified welding services following the standards ISO/IICL, (Institute of International Container) for the repair of ocean containers of the Department of National Defence (DND) 3 Canadian Support Unit, Longue Pointe Garrison QC.

#### **2. General**

Provided certified repair, welding and parts services for ocean containers of 3 Canadian Support Unit for the Department of National Defence (DND), Longue Pointe Garrison Movement and Procurement Section.

The services referred to herein include the supply of all labour required and the parts to the satisfactorily and fully carry out the requested work described in the following.

#### **3. Included goods and services**

The goods and services covered in the contract include, but are not strictly limited to, the following:

Certified following the standards ISO/IICL, (Institute of International Container) repair services for parts of ocean containers in Longue Pointe. The containers are generally 20 feet. It may be that there was some 10 or 40 feet.

#### **4. Turnaround time**

Routine services: The proponent must go to the premises no later than seven days following the service call. After an estimate is provided, the repairs must be completed within 15 days after the estimate is made.

#### **5. Location of services**

The goods and services referred to herein will be provided at the DND facility in the following location:  
**Longue Pointe Garrison**

3 Canadian Support Unit  
6769 Notre Dame Street East  
Building 2 North  
Montreal, QC, Canada  
H1N 3R9

## **Annex « B » - BASIS OF PAYMENT**

### **Hourly rate for labour Repair services of ocean containers**

7H00 to 15H00 from Monday to Friday

Estimated: 600 hours/year\*\*

	Year 1 (Date of award until September 30, 2015)	1 st year (option) (October 1, 2015 to September 30, 2016)	2 nd Year (option) (October 1, 2016 to September 30, 2017)
<b>Hourly rate</b>	_____ \$ / hour*	_____ \$ / hour*	_____ \$ / hour*

*\*The rates submitted shall include the provision of the workforce, welding, tools, machinery, fuel, transportation and supervision required for the performance of the work requested.*

*\*\*The estimated number of hours is for evaluation purposes*

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