

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**Pacific Region**  
**401 - 1230 Government Street**  
**Victoria, B.C.**  
**V8W 3X4**  
**Bid Fax: (250) 363-3344**

**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**  
Public Works and Government Services Canada - Pacific  
Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 3X4

<b>Title - Sujet</b> SOA -Electric Motor Repair	
<b>Solicitation No. - N° de l'invitation</b> W0103-145120/A	<b>Date</b> 2015-03-13
<b>Client Reference No. - N° de référence du client</b> W0103-145120	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$HN-462-66971
<b>File No. - N° de dossier</b> hn462.W0103-145120	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-04-02</b>	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Philippe Lalonde	<b>Buyer Id - Id de l'acheteur</b> vic211
<b>Telephone No. - N° de téléphone</b> (819)956-8653 ( )	<b>FAX No. - N° de FAX</b> (000)000-0000
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE CFB ESQUIMALT STN FORCES P.O.BOX 17000 VICTORIA BRITISH COLUMBIA V9A7N2 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**

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

Solicitation No. - N° de l'invitation

W0103-145120/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hn462W0103-145120

Buyer ID - Id de l'acheteur

hn462

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

W0103-145120

CCC No./N° CCC - FMS No/ N° VME

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**See attached Request for Standing Offer**

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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, the security requirement, if applicable, 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, the Periodic Usage Repair, the Commercial General Liability Insurance and General Environmental Criteria.

### **2. Summary**

- (i) The Department of National Defence, Base Construction Engineering Office, CFB Esquimalt has a requirement to inspect, repair, rewind and rebuild various types of electric motors and supply and deliver various replacement electric motors, including labour, materials and equipment on as and when requested basis.
- (ii) The period of the standing offer is of 3 years
- (iii) Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006.
- (iv) 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).
- (v) Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

### **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](#) (2014-09-25) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) calendar days

Insert: ninety (90) calendar days

#### 1.1 SACC Manual Clauses

Reference	Section	Date
<a href="#">A9033T</a>	Financial Capability	2012-07-16

### 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 British Columbia.

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. Bid Preparation Instructions**

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) use a numbering system that corresponds to the bid solicitation.

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, bidders 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: 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.

#### **1.1 Payment of Invoices by Credit Card**

Canada requests that offerors complete one of the following:

- Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices.

The following credit card(s) are accepted:

- VISA  
 MasterCard

**OR**

- Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

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

Acceptance of credit cards for payment of invoices will not be considered as an evaluation criterion.

RFSO No. – No. D'OCIR  
W0103-145120/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
hn462

Client Ref. No. - N° de réf. du client  
W0103-145120/A

File No. - N° du dossier  
hn462W0103-145120

CCC No./N° CCC - FMS No./N° VME

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**Section II: Certifications**

Offerors must submit the certifications required under Part 5.

**Section III: Additional Information**

**1.2 Offeror Contacts**

Name and telephone number of the person responsible for:

**Call-ups:**

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Facsimile: \_\_\_\_\_

## **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.

#### **Evaluation Criteria**

All offers must be completed in full and provide all of the information requested in the RFSO document to enable full and complete evaluation.

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

The following Mandatory requirements must be submitted with the offer for evaluation

- Technical compliance of Annex 'A' - Statement of Work.

#### **1.2 Financial Evaluation**

##### **1.2.1 Pricing Basis**

The offeror must quote at Annex 'B' fixed hourly rates prices in Canadian dollars, DDP Delivery Duty Paid (Destination), Applicable Taxes extra, as applicable. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

### **2. Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offer (RFSO) and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with lowest evaluated price on an aggregate basis will be recommended for the issuance of a standing offer.

## **PART 5 – CERTIFICATIONS**

Offerors must provide the required certifications and documentation 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, if any certification is found to be untrue whether 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 with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

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

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

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

#### **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](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)) available from [HRSDC-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.

#### **1.3 General Environmental Criteria Certification**

By submitting the offer, the Offeror certifies that the information submitted in the General Environmental Criteria table found at Annex E is accurate and complete. By submitting the offer the Offeror certifies that it meets, and will continue to meet throughout the duration of any resulting standing offer, a minimum of four out of seven requirements identified in the General Environmental Criteria Table found at Annex E;

## Additional Information

The Offeror must complete Annex E by inserting a checkmark next to every criteria that are met. Offeror are requested to submit Annex E with their offer. As this is a new procedure, Canada reserves the right to request Annex E after the closing date. The Standing Offer Authority will inform the Offeror of a time frame within which to provide it. Failure to provide Annex E within the required time frame will render the offer non-responsive.

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

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

### 2.1 Canadian Content Certification

SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

### 2.2 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, and 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 is 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. Failure to comply with the request may result in the offer being declared non-responsive.

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Financial Capability**

SACC Manual clause [M9033T](#) (2011-05-16) Financial Capability

### **3. Insurance Requirements**

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

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 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](#) (2014-09-25) 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: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 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 \_\_\_\_\_ to \_\_\_\_\_.

#### 5. **Authorities**

##### 5.1 **Standing Offer Authority**

The Standing Offer Authority is:  
Philippe Lalonde – Supply Officer  
Public Works and Government Services Canada - Acquisitions Branch  
Logistics, Electrical, Fuel and Transportation Directorate - "HN" Division  
7B3, Place du Portage, Phase III  
11 Laurier Street  
Gatineau, QC, K1A 0S5  
Telephone: (819) 956-8653 Facsimile: (819) 953-4944  
E-mail address: [Philippe.Lalonde@pwgsc-tpsgc.gc.ca](mailto:Philippe.Lalonde@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 Standing Offer 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 identified in the call-up against 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 against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

##### 5.3 **Offeror's Representative**

Name and telephone number of the person responsible for:

##### **General Enquiries**

Name: will be inserted at contract  
Telephone: will be inserted at contract  
Facsimile: will be inserted at contract  
E-mail: will be inserted at contract

## 6. Identified Users

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

Department of National Defence  
Base Construction Engineering Office  
CFB Esquimalt  
Victoria, BC

Attn: Earl Anderson  
Telephone: 250-363-1589

## 7. Call-up Procedures

Call-ups made against this Standing Offer will be authorized as follows:

1. The 'Technical Authority' will provide the Offeror with a description of the Work to be performed.
2. The Offeror will submit to the 'Technical Authority' a price proposal (i.e. a firm price, a ceiling price or a limitation of expenditure) and a delivery schedule for each task, with supporting details. The price of the Work to be performed will be established in accordance with the Basis of Payment attached hereto as Annex 'B'. A ceiling price or a limitation of expenditure will be used instead of a firm price only in cases where the Work to be performed is not sufficient detail to accurately establish a firm price.
3. The Offeror will be authorized by the 'Technical Authority' to proceed with the Work by the issuance of a duly completed and signed Call-up form PWGSC-TPSGC 942. A description of the Work to be performed will be appended to the form PWGSC-TPSGC 942. The Offeror shall not commence any work until it has received a Call-up form PWGSC-TPSGC 942 signed by the 'Technical Authority'. The Offeror acknowledges that any and all work performed in the absence of a signed call-up will be done at its own risk, and Canada shall not be liable for payment therefor.

## 8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form [PWGSC-TPSGC 942](#) or an electronic version.

## 9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

## 10. Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$80,000.00 (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) 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](#) (2014-09-25), General Conditions - Standing Offers - Goods or Services
- d. the general conditions [2010C](#) (2014-09-25) General Conditions - Goods, Services (Medium Complexity);
- e. Annex A - Statement of Work
- f. Annex B - Basis of Payment;
- g. Annex C - Periodic Usage Report
- h. Annex D - Commercial General Liability Insurance
- i. Annex E - General Environmental Criteria
- j. the Offeror's offer \_\_\_\_\_ (*insert date of offer* "as clarified on \_\_\_\_\_")

## 12. Certifications

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

**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 British Columbia.

**14. Estimates**

Where an estimate of the cost of performing specific work is required, the Identified User will provide the Offeror with a statement of the work required and the Offeror must provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. The Offeror must not undertake any of the specified work unless and until a call-up is issued by the Identified User. The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Identified User.

## **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](#) (2014-09-25) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of [2010C](#) (2014-09-25), 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. Payment**

#### **4.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm price specified in Annex 'B'. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

#### **4.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes extra, if applicable.
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 Standing Offer 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 Standing Offer Authority. The Contractor must notify the Standing Offer 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.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Standing Offer Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 4.3 Single Payment or Multiple Payments

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

#### 4.4 SACC Manual Clauses

SACC Reference	Section	Date
<a href="#">C0711C</a>	Time Verification	2008-05-12
<a href="#">C0710C</a>	Time and Contract Price Verification	2007-11-30

#### 4.5 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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses
  - d. a copy of the monthly progress report.
2. Invoices must be distributed as per the detailed instructions in the standing offer;

## **6 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 Standing Offer 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 Standing Offer Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **7. Certification**

SACC Manual clause [B1501C](#) (2006-06-16) Electrical Equipment

## ANNEX "A"

### STATEMENT OF WORK

The contractor must be capable of providing the type of services as follows:

Work done to various motors will consist of but not limited to the following:

- Disassembling;
- Cleaning;
- Inspecting;
- Testing;
- Soldering;
- Turning of commutator;
- New leads;
- Brushes and sleeve bearings;
- Replacement of motors or worn out parts such as brush brackets, ball bearings, short circuiting devices, capacitors, etc as necessary.

Rewinding is to consist of but not limited to the following:

- Dismantling;
- Cleaning two dips and bakes;
- Air cry enamel;
- Re-assembly;
- Commercial test and painting (repainting numbers on motors)

Supply and deliver various types of replacement electric motors in accordance with Annex B – Basis of Payment. Motors that are not repairable may be replaced in their entirety.

Regular Working Hours: Monday through Friday 08:00 – 16:00 hours

Call-ups:

The Contractor shall be required to respond to a Call-up within 24 hours and begin the actual work within 1-3 days and complete the work as mutually agreed to between the Site authority and the Contractor. Call-ups will be made on an 'as and when required' basis.

Tools:

The Contractor shall ensure that all labourers have all the necessary tools and equipment required to complete any jobs. No rental charges shall be paid for tools or equipment incidental to the trade.

**Delivery:**

Offeror is responsible for pickup/delivery of items. The Department of National Defence (DND) may assist with pickup/delivery in the Greater Vancouver area, within 25km of CFB Esquimalt.

**Estimates:**

The Offeror shall be required to provide an estimate of repairs prior to performing any work.

Such estimates shall include, at a minimum, the following:

- Estimated number of hours to perform the inspection/repair
- Estimated cost of material/parts
- Estimated date of completion

If the cost of repairs exceeds the estimate, authority to proceed shall be requested from the Project Authority and documented through a Call-up amendment.

ANNEX “B”

BASIS OF PAYMENT

The fixed hourly rates below shall be inclusive of all labour, supervision, equipment to do the work. These rates shall remain for the complete period of the proposed Standing Offer. GST/HST shall be charged extra to any price outlined below.

<b>Description</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
a. Labour Direct or Productive used exclusively in the work	___/Hr	___/Hr	___/Hr
b. Inspection of motors (no repairs):	___/Hr	___/Hr	___/Hr
c. Removal and Reinstallation of the rewinds:	___/Hr	___/Hr	___/Hr

**Materials**

Material, replacement parts and motors (except any free issue items) shall be charged at your laid down cost (which includes invoice cost, transportation costs, exchange, customs and brokerage charges as applicable) plus a firm **Mark-up of: Year 1: \_\_\_, Year 2: \_\_\_, Year 3: \_\_\_**, excluding Goods and Services Tax (GST) or Harmonized Sales Tax (HST) which must be shown as separate item on the invoice for payment. Verification by providing copies of receipts attached to invoices, or at time of payment, may be requested by the Consignee.

ANNEX "C"

PERIODIC USAGE REPORT

RISO # W0103-145120/A

Electric Motor Repair

Quarterly Reporting Period: \_\_\_\_\_

Call-up #	Description	# Hours	Hrly Rate	Ext. Hrly Totals
# _____	Labour		\$	\$
			\$	\$
			\$	\$
# _____	Labour		\$	\$
			\$	\$
			\$	\$
# _____	Labour		\$	\$
			\$	\$
			\$	\$
<b>Current Quarter Labour Sub Total</b>				\$
<b>Total Labour to Date</b>				\$

Materials:

Call-up #	Description of Replacement Parts/Motors	Total laid Down Cost	% Mark-up	Total Overall cost
# _____		\$	%	\$
		\$	%	\$
		\$	%	\$
# _____		\$	%	\$
		\$	%	\$
		\$	%	\$
<b>Current Quarter Materials Sub Total</b>				\$
<b>Total Materials to Date</b>				\$

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**ANNEX "D"**  
**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) 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.

i- 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

ii- 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.

## ANNEX "E"

### GENERAL ENVIRONMENTAL CRITERIA

The Contractor must meet and continue to meet four out of seven criterions during the entire duration of the contract.

<b>Green practices within supplier’s organization:</b>	<b>Insert a checkmark for each criteria that is met</b>
Promotes a paperless environment through directives, procedures and/or programs.	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client.	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification.	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	
Registered to ISO 14001 or has an equivalent environmental management system in place	