



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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 Laurier St. / 11, rue Laurier**

**Place du Portage , Phase III**

**Core 0B2 / Noyau 0B2**

**Gatineau**

**Québec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Electronics, Simulators and Defence Systems Div.

/Division des systèmes électroniques et des systèmes de simulation et de défense

11 Laurier St. / 11, rue Laurier

8C2, Place du Portage

Gatineau

Québec

K1A 0S5

<b>Title - Sujet</b> SO - RADAR/ECDIS SYSTEMS	
<b>Solicitation No. - N° de l'invitation</b> F7048-140120/C	<b>Date</b> 2016-02-02
<b>Client Reference No. - N° de référence du client</b> F7048-140120	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$QF-103-25658	
<b>File No. - N° de dossier</b> 103qf.F7048-140120	<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 2016-03-03</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Eddy, Kathie	<b>Buyer Id - Id de l'acheteur</b> 103qf
<b>Telephone No. - N° de téléphone</b> (819) 956-0768 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5650
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<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</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## TABLE OF CONTENTS

### PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Security Requirement
4. Debriefings

### PART 2 - OFFEROR INSTRUCTIONS

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

### PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### PART 5 - CERTIFICATIONS

1. Certifications Required with the Offer
2. Additional Certifications Precedent to the Issuance of a Standing Offer and Additional Information

### PART 6 - FINANCIAL REQUIREMENTS

1. Financial Capability

### PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

#### A. STANDING OFFER

1. Offer
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Standing Offer
5. Authorities
6. Identified Users
7. Call-up Procedures
8. Call-up Instrument
9. Limitation of Call-ups
10. Financial Limitation - Total
11. Priority of Documents
12. Certifications
13. Applicable Laws

Solicitation No. - N° de l'invitation  
F7048-140120/001/QF  
Client Ref. No. - N° de réf. du client  
F7048-140120/C

Amd. No. - N° de la modif.  
File No. - N° du dossier  
103qf7048-140120

Buyer ID - Id de l'acheteur  
103qf  
CCC No./N° CCC - FMS No./N° VME

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**B. RESULTING CONTRACT CLAUSES**

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions
6. Delivery, Inspection and Acceptance
7. Shipping Instructions - Delivery at Destination
8. Use and Translation of Written Materials

**List of Attachments:**

Schedule 1      Pricing Schedule

Annex A          Statement of Work  
Annex B          Technical Statement of Requirement  
Annex C          Sample PWGSC-TPSGC 942, Call-up Against a Standing Offer form  
Annex D          Evaluation Plan

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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, and the basis of selection;   |
| Part 5 | Certifications: includes the certifications to be provided;   |
| Part 6 | Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and  |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The attachments include the Pricing Schedule, the Statement of Work, the Technical Statement of Requirements, sample PWGSC-TPSGC 942, Call-up Against a Standing Offer form and the Evaluation Plan.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT). The World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Peru Free Trade Agreement (CPGTA) and the Canada-Chile Free Trade Agreement (CCFTA) do not apply due to the nature of the requirement.

### 2. Summary

The Canadian Coast Guard (CCG) has a requirement to procure replacement Navigational Radar and Electronic Chart Display and Information Systems (Radar and ECDIS) to be installed on large Coast Guard vessels across Canada under the International Maritime Organization (IMO) Carriage Requirements. The equipment currently fitted on CCG vessels is no longer supported and has reached its end of life.

Public Works and Government Services Canada (PWGSC) intends to put in place a five (5) year National Individual Standing Offer (NISO), with two (2) additional one (1) year option periods, to procure the required Radar and ECDIS equipment. The NISO will also include provisions to obtain Maintenance and Operation Training for CCG technical staff.

Solicitation No. - N° de l'invitation  
F7048-140120/001/QF  
Client Ref. No. - N° de réf. du client  
F7048-140120/C

Amd. No. - N° de la modif.  
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As per the Integrity Provisions under section 01 of Standard Instructions 2006 and 2007, offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions.

For services requirements, Offerors must provide the required information as detailed in article 2.3 of Part 2 of the Request for Standing Offers (RFSO), in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

The requirement is subject to a preference for Canadian goods and/or services.

### **3. Security Requirement**

There is no security requirement associated with this requirement.

### **4. Debriefings**

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

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## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2015-07-03) 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: 60 days  
Insert: 120 days

### 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.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

### 3. Enquiries - Request for Standing Offer

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

### 4. Applicable Laws

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 Ontario.

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.

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## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **1. Offer Preparation Instructions**

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

Section I: Technical Offer (three (3) hard copies and two (2) soft copies on CD);  
Section II: Financial Offer (one (1) hard copy and two (2) soft copies on CD);  
Section III: Certifications (one (1) hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Offer**

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Offer**

The offeror must submit their financial offer in accordance with Schedule 1 - Pricing Schedule. The total amount of Applicable Taxes must be shown separately.

#### **Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

#### **Section III: Certifications**

The offeror must submit the certifications required under Part 5.

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#### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

- (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 of Price**

1. The price of the offer will be evaluated as follows:
  - a. Canadian-based offerors must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
  - b. foreign-based offerors must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based offerors.
2. Unless the Request for Standing Offers (RFSO) specifically requires offers to be submitted in Canadian currency, offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the RFSO closing date, or on another date specified in the RFSO, will be applied as a conversion factor to the offers submitted in foreign currency.
3. Although Canada reserves the right to issue the Standing Offer either on an FOB plant or FOB destination, Canada requests that offerors provide prices FOB their plant or shipping point and FOB destination. Offers will be assessed on an FOB destination basis.
4. For the purpose of the RFSO, offerors with an address in Canada are considered Canadian-based offerors, and offerors with an address outside of Canada are considered foreign-based offerors.

**Reference Annex "D" - Evaluation Plan for further details.**



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## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and additional 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 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 1. Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

#### 1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

#### 1.2 Additional Certifications Required with the Offer

##### 1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

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

Failure to provide this certification completed with the offer will result in the item(s) offered being treated as non-Canadian goods.

- Offerors must clearly identify beside each item listed in the request for standing offer document which items meet the definition of Canadian good and complete the following certification.

The Offeror certifies that:

( ) the item(s) offered and identified as Canadian goods are Canadian goods as defined in paragraph 1 of clause [A3050T](#).

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### 1.2.1.1 Canadian Content Definition

**1. Canadian good:** A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the North American Free Trade Agreement (NAFTA) Rules of Origin. For the purposes of this determination, the reference in the NAFTA Rules of Origin to "territory" is to be replaced with "Canada". (Consult Annex 3.6 (9) of the *Supply Manual*.)

**2. Canadian service:** A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.

**3. Variety of goods:** When requirements consist of more than one good, one of the two methods below is applied:

- a. aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or,
- b. item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.

**4. Variety of services:** For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.

**5. Mix of goods and services:** When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6 (9), Example 2, of the *Supply Manual*.

**6. Other Canadian goods and services:** Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

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

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

### 2.1 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

Solicitation No. - N° de l'invitation  
F7048-140120/001/QF  
Client Ref. No. - N° de réf. du client  
F7048-140120/C

Amd. No. - N° de la modif.  
File No. - N° du dossier  
103qf7048-140120

Buyer ID - Id de l'acheteur  
103qf  
CCC No./N° CCC - FMS No./N° VME

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## **2.2 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.

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## PART 6 - FINANCIAL REQUIREMENTS

### 1. Financial Capability

**1.1 Financial Capability Requirement:** The Offeror must have the financial capability to fulfil this requirement. To determine the Offeror's financial capability, the Standing Offer Authority may, by written notice to the Offeror, require the submission of some or all of the financial information detailed below during the evaluation of offers. The Offeror must provide the following information to the Standing Offer Authority within fifteen (15) working days of the request or as specified by the Standing Offer Authority in the notice:

- a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Offeror's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Offeror's last three fiscal years, or for the years that the Offeror has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
- b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Standing Offer Authority, the Offeror must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Standing Offer Authority requests this information.
- c. If the Offeror has not been in business for at least one full fiscal year, the following must be provided:
  - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
  - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Standing Offer Authority requests this information.
- d. A certification from the Chief Financial Officer or an authorized signing officer of the Offeror that the financial information provided is complete and accurate.
- e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Offeror outlining the total of lines of credit granted to the Offeror and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Standing Offer Authority requests this information.

**1.2** If the Offeror is a joint venture, the financial information required by the Standing Offer Authority must be provided by each member of the joint venture.

**1.3** If the Offeror is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Standing Offer Authority must be provided by the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the Offeror, and the financial capability of a parent cannot be substituted for the financial capability of the Offeror itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.

**1.4 Financial Information Already Provided to PWGSC:** The Offeror is not required to resubmit any financial information requested by the Standing Offer Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:

- A. the Offeror identifies to the Standing Offer Authority in writing the specific information that is on file and the requirement for which this information was provided; and

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B. the Offeror authorizes the use of the information for this requirement.

It is the Offeror's responsibility to confirm with the Standing Offer Authority that this information is still on file with PWGSC.

**1.5 Other Information:** Canada reserves the right to request from the Offeror any other information that Canada requires to conduct a complete financial capability assessment of the Offeror.

**1.6 Confidentiality:** If the Offeror provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c. A-1, Section 20(1) (b) and (c).

**1.7 Security:** In determining the Offeror's financial capability to fulfil this requirement, Canada may consider any security the Offeror is capable of providing, at the Offeror's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

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## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **1. Offer**

The Offeror offers to fulfil the requirement in accordance with the Statement of Work at Annex A and the Technical Statement of Requirements at Annex B.

#### **2. Security Requirement**

There is no security requirement associated with this requirement.

#### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### **3.1 General Conditions**

2005 (2014-09-25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **3.2 Standing Offer 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 report will include, but not be limited to, the client issued Call-up Number, the item(s) ordered, quantity of each item ordered, the value of each Call-up and any comments regarding the individual Call-up.

The Offeror must provide this data in accordance with the reporting requirements detailed below. 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 PWGSC 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 PWGSC Standing Offer Authority no later than 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 for five (5) years from the date of award of Standing Offer, \_\_\_\_\_ (*dates to be inserted after Standing Offer award*).

##### **4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional one (1) year periods, from \_\_\_\_\_ to \_\_\_\_\_. All terms and conditions remain the same, but the pricing will be subject to negotiation prior to its use beyond the initial period.

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 ninety (90) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### **5. Authorities**

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

The PWGSC Standing Offer Authority is:

Public Works and Government Services Canada  
Acquisitions Branch  
Electronics, Simulators and Defence Systems Division  
11 Laurier Street, Place du Portage III, 8C2, Gatineau, QC K1A 0S5 Canada  
Attention: Kathie Eddy  
Telephone: 819-956-0768  
Facsimile: 819-956-5650  
E-mail: kathie.eddy@tpsgc-pwgsc.gc.ca

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

##### **5.2 Project Authority**

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 5.3 CCG Requisition Authority

The CCG Requisition Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

The CCG Requisition Authority is responsible for reviewing and approving each Call-up, within the CCG delegation of authority, prior to issuance to the Standing Offer holder.

### 5.4 Offeror's Representative

**General Enquiries and Delivery Follow-up:** *(to be completed after Standing Offer award)*

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## 6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is the **Canadian Coast Guard**.

All call-ups against the Standing Offer will be generated by the **CCG Requisition Authority**.

## 7. Call-up Procedures

The CCG regional representative will prepare the Call-up document and submit to the CCG Requisition Authority for authorization, up to \$25,000.00 CAD (Goods and Services Tax or Harmonized Sales Tax included). The Call-up will then be forwarded to the supplier by e-mail, with a c.c. to the PWGSC Standing Offer Authority.

Any call up over the \$25,000.00 CAD (Goods and Services Tax or Harmonized Sales Tax included) limit must also be approved by the PWGSC Standing Offer Authority, as well as the CCG Requisition Authority, prior to submitting to the supplier.

## 8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer.



## 9. Limitation of Call-ups

Call-ups above **\$25,000.00 CAD** (Goods and Services Tax or Harmonized Sales Tax included) will be authorized by the Standing Offer Authority in accordance with the departmental delegation of authority.

Individual Call-ups shall not exceed **\$1,000,000.00 CAD** (Goods and Services Tax or Harmonized Sales Tax included).

## 10. Financial Limitation - Total

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of **\$7,000,000.00 CAD** (Goods and Services Tax or Harmonized Sales Tax included) unless otherwise authorized in writing by the PWGSC 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 PWGSC Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 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 PWGSC 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, including its schedules;
- c) the general conditions 2005 (2015-09-03), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2015-09-03), General Conditions - Goods (Medium Complexity);
- e) the supplemental general conditions 4001 (2013-01-28), Hardware Purchase, Lease and Maintenance;
- f) the supplemental general conditions 4003 (2010-08-16) Licensed Software;
- g) Annex A, Statement of Work;
- h) Annex B, Technical Statement of Requirements
- i) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*).

## 12. Certifications

### 12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

Solicitation No. - N° de l'invitation  
F7048-140120/001/QF  
Client Ref. No. - N° de réf. du client  
F7048-140120/C

Amd. No. - N° de la modif.  
File No. - N° du dossier  
103qf7048-140120

Buyer ID - Id de l'acheteur  
103qf  
CCC No./N° CCC - FMS No./N° VME

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### **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 Ontario.

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## **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 provide the items or perform the Work described in the call-up against the Standing Offer.

### **2. Standard Clauses and Conditions**

#### **2.1 General Conditions**

2010A (2015-09-03), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

#### **2.2 Supplemental General Conditions**

4001 (2013-01-28) Hardware Purchase, Lease and Maintenance, as amended, apply to and form part of the Contract.

Delete: 05 (2008-05-12) Installation, Integration and Configuration.

4003 (2010-08-16) Licensed Software, apply to and form part of the Contract.

### **3. Term of Contract**

#### **3.1 Delivery Date**

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

### **4. Payment**

#### **4.1 Basis of Payment - Firm Unit Prices**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Schedule 1. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

#### **4.2 Limitation of Price**

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Standing Offer Authority before their incorporation into the Work.

#### **4.3 Method of Payment - Multiple Payments**

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

(a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

(b) all such documents have been verified by Canada; and

(c) the Work delivered has been accepted by Canada.

#### **4.4 Discretionary Audit - Non-commercial Goods and/or Services**

The estimated amount of profit included in the Contractor's price or rate certification is subject to audit by Canada, before or after payment is made to the Contractor under the conditions of the Contract. The purpose of the audit would be to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated firm price and fixed-time rate contracts performed during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s). If the audit demonstrates that the actual profit is not reasonable and justifiable, as defined above, the Contractor must repay Canada the amount found to be in excess.

### **5. Invoicing Instructions**

**5.1** 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.

**5.2** Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to:

Canadian Coast Guard  
200 Kent Street  
Ottawa, Ontario, Canada K1A 0E6  
Station: \_\_\_\_\_  
Attention: \_\_\_\_\_ (to be inserted after Standing Offer award)  
for certification and payment;

(b) One (1) copy must be forwarded to the appropriate consignee(s) and;

(c) One (1) copy must be forwarded to the Standing Offer Authority.

### **6. Delivery, Inspection and Acceptance**

#### **6.1 Excess Goods**

The quantity of goods to be delivered by the Contractor is specified in the call-up against the Standing Offer. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

#### **6.2 Incomplete Assemblies**

The Contractor must not ship incomplete assemblies unless the authorization for such

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shipment has been obtained before from the Contracting Authority.

### **6.3 Marking**

The Contractor must ensure that the manufacturer's name and part number are clearly stamped or etched on each item for positive identification purposes.

### **6.4 Labelling**

The Contractor must ensure that the manufacturer's and specification numbers appear on each item, either printed on the container or on an adhesive label of highest commercial standard affixed to the container.

### **6.5 Inspection and Acceptance**

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

## **7. Shipping Instructions - Delivery at Destination**

Goods must be consigned to the destination specified in the Call-up and delivered:

Delivered Duty Paid (DDP), (destination address to be included in the Call-up), Incoterms 2000 for shipments from a commercial contractor.

The Contractor must ship the goods prepaid, including all delivery charges to (destination address to be included in the Call-up). Prepaid transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

## **8. Use and Translation of Written Material**

- 8.1.** Unless provided otherwise in the Contract, copyright in any written material used, produced or delivered under the Contract belongs to its author or rightful owner. Canada has the right to use, copy and disclose, for government purposes, the written material related to the Work that is delivered to Canada.
- 8.2.** If the Contract does not require the delivery of any written material in both of Canada's official languages, Canada may translate the written material into the other official language. The Contractor acknowledges that Canada owns the rights on the translation and that Canada is under no obligation to provide the translation to the Contractor. Canada agrees that any translation must include any copyright and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.