



## **REQUEST FOR STANDING OFFER (RFSO)**

### **LOGISTICS SUPPORT FOR OPERATION HIGH SEAS DRIFTNET (HSDN)**

#### **HAKODATE, JAPAN**

#### **for the DEPARTMENT OF NATIONAL DEFENCE (DND)**

Bid Solicitation Number: W8484-16-8600

*Submit Proposals by email to Mohamad Barakat*

*Email to: [Mohamad.Barakat@forces.gc.ca](mailto:Mohamad.Barakat@forces.gc.ca)*

*(DND will confirm receipt of proposal)*

*Submit Inquiries by email to [Mohamad.Barakat@forces.gc.ca](mailto:Mohamad.Barakat@forces.gc.ca)*

***RFSO Closing Time and Date: 14:00 EST on 09 May 2016***

*(All proposals must be received by DND by the RFSO Closing Time and Date)*



## **TABLE OF CONTENT**

PART 1	GENERAL INFORMATION
PART 2	OFFERERORS INSTRUCTIONS
PART 3	OFFER PREPERATION INSTRUCTIONS
PART 4	EVALUATION PROCEDURES AND BASIS OF SELECTION
PART 5	CERFITICATIONS AND ADDITIONAL INFORMATION
PART 6	SECURITY REQUIREMENT
PART 7	STANDING OFFER AND RESULTING CONTRACT CLAUSES

## **ANNEXES**

ANNEX A	STATEMENT OF REQUIREMENTS
ANNEX B	FINANCIAL EVALUATION CRITERIA
ANNEX C	BIDDER'S CONFIRMATION AND SUBCONTRACTORS
ANNEX D	BIDDER'S POINT OF CONTACT AND CONTACT DETAILS
ANNEX E	SELF DECLERATION
ANNEX F	SAMPLE CALL-UP CONTRACT (PWGSC 942)
ANNEX G	INTEGRITY DECLARATION FORM
ANNEX H	NON-DISCLOSURE AGREEMENT

## **APPENDICIES**

APPENDIX A TO ANNEX A	EQUIPMENT TABLE
APPENDIX B TO ANNEX A	EQUIPMENT DIAGRAMS
APPENDIX C TO ANNEX A	MANDATORY TECHNICAL CRITERIA



## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications: includes the certifications to be provided;
- Part 6            Security 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 Requirement, the Basis of Payment, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

The Department of National Defence (DND) Canadian Armed Forces (CAF) will be participating in Operation High Seas DRIFTNET in Hakodate, Japan. As such, the CAF will require contracted logistic support services, and coordination services for the provision of airfield access services and related Aircraft Maintenance and Support Equipment (AMSE) services, aircraft fueling services, hotel accommodations and amenities, and vehicle rental services, in support of the CAF's operation. Services are required on an "as and when" requested basis.

The period of the Standing Offer will be for one (1) year from the award of the Standing Offer and will include two (2) additional one-year option periods.

One (1) Standing Offer will be issued to one (1) company.

As per the Integrity Provisions under section 01 of Standard Instructions [2006](#), 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.



### **1.3 Security Requirements**

This requirement is Unclassified and there is no security associated with this requirement.

### **1.4 Debriefings**

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



## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 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](#) (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO, with the following exceptions:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 05, Submission of Offers – Subsection 2(d) is deleted and replaced by:

It is the Offeror's responsibility to:

  - (d) send its offer only to the Department of National Defence (DND) organization receiving the bids as specified on page 1 of the RFSO.
- c) Section 06, Late Offers is deleted in its entirety.
- d) Section 07, Delayed Offers is deleted and replaced by:

It is the Offeror's responsibility to ensure that the Standing Offer Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
- e) Section 08, Transmission by Facsimile deleted in its entirety.
- f) Section 20, Further Information is deleted in its entirety.
- g) Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

### **2.2 Submission of Offers**

Offers must be submitted only to the Department of National Defence (DND) Canada by the date, time and place indicated on page 1 of the RFSOs.

### **2.3 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing



offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

### **Definitions**

For the purposes of this clause,

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

### **Former Public Servant in Receipt of a Pension**

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

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

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

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

### **Work Force Adjustment Directive**

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

If so, the Offeror must provide the following information:



- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

#### **2.4 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) business 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.

#### **2.5 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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.



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

### **Offer Preparation Instructions**

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

- Section I: Technical Offer, one soft copy submitted by email
- Section II: Financial Offer, one soft copy submitted by email
- Section III: Certification, one soft copy submitted by email
- Section IV: Bidder Confirmations and Subcontractors, one soft copy submitted by email
- Section V: Bidder's Point of Contact and Contact Details, one soft copy submitted by email
- Section VI: Self Declaration, one soft copy submitted by email
- Section VII: Integrity Declaration Form
- Section VIII: Other Information

**3.1.1. Electronic Submissions:** Individual e-mails exceeding 5 megabytes or that include other factors such as imbedded macros and/or links, may be rejected by the Department of National Defence (DND) e-mail system and/or firewall(s) without notice to the Offeror or the DND. Larger proposals may be submitted through more than one e-mail. The DND Standing Offer Authority will send an email acknowledging receipt of the proposal. It is the Offeror's responsibility to ensure that the DND point of contact has received the entire submission. The format of the offer must be in either MS Office or PDF format.

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

- 3.1.2.** Offerors must submit their technical offer in accordance with PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION, section 4.1.1 of this RFSO.
- 3.1.3.** 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**

- 3.1.4.** Offerors must submit their financial offer in accordance with the Bidder's Pricing Table at PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION, section 4.1.2 of this RFSO. The total amount of Applicable Taxes must be shown separately.
- 3.1.5.** The Technical Offer and the Financial Offer must be submitted as separate documents and no financial information should appear in the Technical Offer.
- 3.1.6.** For evaluation purposes, to ensure consistency of the evaluations, all foreign currency proposals will be converted to Canadian dollars, using the Bank of Canada exchange rate on the bid closing date.
- 3.1.7.** The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.
- 3.1.8.** In the Financial offer, the Offeror shall include All-inclusive Rates for the provision of services, as described in the Statement of Work. When calculating the Rates, Offerors should consider all potential extra costs.
- 3.1.9.** 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**

Offerors must submit the certifications required under Part 5 of this RFSO.

**Section IV: Bidder Confirmations and Subcontractors**

Offerors must submit a completed and signed copy of the Confirmation and Subcontractors in accordance with the Annex C.

**Section V: Bidder's Point of Contact and Contact Details**

Offerors must submit a completed and signed copy of their Point of Contact and Contact Details in accordance with the Annex D.

**Section VI: Self Declaration**

Offerors must submit a completed and signed copy of Self Declaration in accordance with the Annex E.

**Section VII: Integrity Declaration Form**

Offerors must submit a completed and signed copy of Integrity Declaration Form in accordance with Annex G.

**Section VIII: Other Information**

Offerors must submit a completed and signed copy of Non-Disclosure Agreement in accordance with Annex H.



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

### **4.1 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.

#### **4.1.1 Technical Evaluation**

##### 4.1.1.1 Mandatory Technical Criteria

The Offeror must complete Appendix C, to Annex A Mandatory Technical Criteria.

#### **4.1.2 Financial Evaluation**

4.1.2.1 The Offeror must complete Annex B, Financial Evaluation Criteria

### **4.2 Basis of Selection**

**4.2.1** A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

4.2.1 To be declared responsive, an offer must:

- a. comply with all the requirements of the RFSOs;
- b. meet all mandatory technical evaluation criteria;

**4.2.2** Offers not meeting (a) or (b) will be declared non-responsive. Neither the responsive offer that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive offer with the lowest evaluated price per point will be recommended for issuance of a standing offer.

**4.2.3** Tie-break: In the event two or more responsive offers have the same lowest evaluated price per point, the proposed Offeror with the most years of experience for MT 2.1 will be selected. Should there still be a tie; the proposed Offeror with the most years of experience for MT 2.4 will be selected.



## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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.

### **5.1 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 inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

#### **5.1.1 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

This requirement is Unclassified and there is no security associated with this requirement.



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

### **A. STANDING OFFER**

#### **7.1 Offer**

**7.1.1** The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

#### **7.2 Security Requirements**

**7.2.1** There is no security requirement applicable to this Standing Offer.

#### **7.3 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.

##### **7.3.1 General Conditions**

[2005](#) (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer, with the following modifications:

Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

#### **7.4 Term of Standing Offer**

##### **7.4.1 Period of the Standing Offer**

The period of the Standing Offer will be for one (1) year from the award of the Standing Offer.

##### **7.4.2 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 option periods, 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.

#### **7.5. Authorities**

##### **7.5.1 Standing Offer Authority**

*(To be inserted at issuance of the Standing Offer).*



The Standing Offer Authority is:

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

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.

**7.5.2 Technical Authority**  
(To be inserted at issuance of the Standing Offer).

The Technical 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.

**7.5.3 Offeror's Representative**  
(To be inserted at issuance of the Standing Offer).

**7.6 Proactive Disclosure**  
By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

**7.7 Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence, Directorate of Major Procurement Services, D Maj Proc 7 group.

**7.8 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. An example of a PWGSC 942, call-up against a Standing Offer form is provided at Annex F.

### **7.9 Limitation of Call-ups**

*(To be inserted at issuance of the Standing Offer).*

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

### **7.10 Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (to be inserted at contract award meeting) (Applicable taxes included) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 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.

### **7.11 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 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) Annex A, Statement of Requirement;
- e) Annex B, Basis of Payment;
- f) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), "as clarified on \_\_\_\_\_" **or** "as amended on \_\_\_\_\_".

### **7.12 Certifications**

#### **7.12.1 Compliance**

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional 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 additional 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.

### **7.13 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.



## **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.

### **7.1 Statement of Requirement**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

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

### **7.4 Proactive Disclosure**

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

### **7.5 Payment**

#### **7.5.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid an amount calculated in accordance with Annex B – Basis of Payment. Customs duties are included and Applicable Taxes are extra.

#### **7.5.2 Limitation of Price**

SACC *Manual* clause C6000C (2011-05-16) Limitation of Price - apply to and form part of the Contract.





### **7.5.3 Single Payment**

SACC *Manual* clause [H1000C](#) (2008-05-12) Single Payment - apply to and form part of the Contract.

### **7.6 Invoicing Instructions**

- 1- The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the [2010C](#) (2016-04-04), General Conditions - Medium Complexity - Services. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of the invoices, receipts and vouchers for all direct expenses;
2. Invoices must be distributed as follows:
    - a. The original must be forwarded to the address shown on page 1 of the Contract for certification and payment.

### **7.7 Insurance**

SACC *Manual* clause [G1005C](#) (2016-01-28) Insurance - apply to and form part of the Contract.